

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 2, 2023

CAO File No. 0130-02126-0001

Council File No. 22-1148

Council District:

To: The Mayor
The Council

From: Matthew W. Szabo, City Administrative Officer



Reference: Mayor Transmittal dated September 29, 2022; Additional information provided through December 23, 2022

Subject: **ACCEPTANCE OF A \$4 MILLION AWARD FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR THE FISCAL YEARS 2022-23, 2023-24 and 2024-25 CALIFORNIA GANG VIOLENCE INTERVENTION AND PREVENTION (2022-23 to 2024-25 CalVIP) COHORT IV GRANT PROGRAM**

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the Mayor, or designee, to retroactively accept the award for the Fiscal Years 2022-23, 2023-24, and 2024-25 California Violence, Intervention and Prevention (2022-23 to 2024-25 CalVIP) Grant award in the amount of \$4,000,000, from the California Board of State and Community Corrections (BSCC) for the implementation of the City's comprehensive Gang Reduction and Youth Development (GRYD) strategy, for the performance period effective July 1, 2022 through December 31, 2025, and submit any other necessary agreements and documents relative to the implementation of this supplemental award, subject to the review and approval of the City Attorney as to form and legality;
2. Adopt the Governing Body Resolution (Attachment 1), as requested by the grantor and subject to the City Attorney as to form, which endorses the grant agreement and attests to compliance with the program and funding requirements of the grant;
3. Authorize the Mayor, or designee, to retroactively negotiate and execute contracts with the following organizations: Soledad Enrichment Action (SEA), Alma Family Services (AFS), New Directions for Youth (NDY), Toberman, Watts Labor Community Action Committee (WLCAC), and Brotherhood Crusade to provide gang prevention services in the Newton 1, Hollenbeck 1, Mission, Harbor, Southeast 1, and Southwest 2 GRYD Zones, respectively, in conformance with the pro forma contract attached to this Report (Attachment 2), for a performance period of July 1, 2023 through December 31, 2025, in an amount not to exceed \$283,334 per contract,

subject to the availability of funds, compliance with City contracting requirements, and approval of the City Attorney as to form;

GRYD Zone	Prevention Service Contractor	Amount
Newton 1	Soledad Enrichment Action (SEA)	\$ 283,334
Hollenbeck 1	Alma Family Services (AFS)	283,333
Mission	New Directions for Youth (NDY)	283,333
Harbor	Toberman	283,333
Southeast 1	Watts Labor Community Action Committee	283,333
Southwest 2	Brotherhood Crusade	283,334
	TOTAL:	\$1,700,000

4. Authorize the Mayor, or designee, to retroactively negotiate and execute contracts with the following organizations: Volunteers of America of Los Angeles, Soledad Enrichment Action, Champions in Service, Volunteers of America of Los Angeles, and Toberman to provide gang intervention services in the Newton 1, Hollenbeck 1, Mission, Southwest 2, and Harbor GRYD Zones, respectively, in conformance with the pro forma contract attached to this Report (Attachment 3), for a performance period of July 1, 2023 through December 31, 2025, in an amount not to exceed \$340,000 per contract, subject to the availability of funds, compliance with City contracting requirements, and approval of the City Attorney as to form;

GRYD Zone	Intervention Service Contractor	Amount
Newton 1	Volunteers of America (VOA)	\$ 340,000
Hollenbeck 1	Soledad Enrichment Action (SEA)	340,000
Mission	Champions in Services (CIS)	340,000
Harbor	Toberman	340,000
Southwest 2	Volunteers of America (VOA)	340,000
	TOTAL:	\$1,700,000

5. Authorize the Mayor, or designee, to retroactively negotiate and execute a sole source contract with the California State University, Los Angeles (CSULA) to provide data collection analysis, reports, database management and progress evaluation using the Youth Eligibility Assessment Tool (YSET), in conformance with the pro forma contract attached to this Report (Attachment 4), for a performance period of July 1, 2023 through December 31, 2025, in an amount not to exceed \$200,000, subject to the availability of funds, compliance with City contracting requirements and approval of the City Attorney as to form;
6. Authorize the Controller to establish a new interest bearing fund entitled "2022-23, 2023-24, and 2024-25 California Violence Intervention and Prevention (2022-23 to 2024-25 CalVIP) Cohort IV Grant Fund" No. XXX, Department 46; recognize a receivable in the amount of \$4,000,000; disburse the grant funds upon presentation and proper demand from the Mayor, or designee; and establish appropriation accounts and amounts as follows:

Account Number	Account Title	Amount
46W146	Mayor	\$ 275,862.06
46W299	Reimbursement of General Fund	112,137.94
46W304	Contractual Services	3,600,000.00
46W213	Travel	12,000.00
	TOTAL:	\$4,000,000.00

7. Authorize the Controller to increase appropriations within the Mayor's Budget Fund No. 100/46, Account No. 001020 Salaries, Grant Reimbursed for up to \$275,862, to be reimbursed by grant-funded salary costs by the 2022-23 CalVIP Cohort IV Grant Fund No.XXX/46, Account No. 46W146, Mayor;
8. Authorize the Controller to transfer up to \$112,138 from the 2022-23 CalVIP Cohort IV Grant Fund No. XXX/46, Account No. 46W299, Reimbursement of General Fund, to the Mayor Fund No. Fund 100/46, Revenue Source Code 5346 Related Cost Reimbursement from Grants for reimbursement of grant-funded related costs;
9. Approve a Reserve Fund loan in the amount of \$700,000 to support prevention and intervention service-related activities in selective GRYD Zones under the 2022-23 CalVIP Cohort IV Grant, which is to be repaid by the Mayor's Office at the end of the grant performance period, December 31, 2025;
10. Authorize the Controller to transfer \$700,000 from the Reserve Fund to the Unappropriated Balance Fund 100, Department 58 and appropriate therefrom to the 2022-23 CalVIP Cohort IV Grant Fund XXX, Department 46, Account 46T304 Contractual Services;
11. Request that the Mayor, or designee, submit invoices to BSCC on a quarterly basis to ensure the timely repayment of the Reserve Fund Loan;
12. Authorize the Mayor, or designee, to prepare Controller instructions and/or make technical adjustments that may be required to implement the actions approved by the Mayor and Council on this matter, subject to the approval of the City Administrative Officer, and authorize the Controller to implement these instructions.

SUMMARY

The Mayor's Gang Reduction and Youth Development (Mayor's) Office requests authority to accept a grant award of \$4,000,000 from the California Board of State and Community Corrections (BSCC) for the Fiscal Years 2022-23, 2023-24, and 2024-25 California Violence, Intervention and Prevention (2022-23 CalVIP) Cohort IV Grant. The grant funds will be used to implement the City's comprehensive Gang Reduction and Youth Development (GRYD) strategy of prevention and intervention services in selected GRYD Zones experiencing increased surges of violence. In June 2022, the City was awarded the 2022-23 CalVIP Cohort IV Grant with a 42-month

performance period, effective from July 1, 2022 through December 31, 2025. Grant funds will be used to provide prevention and intervention services in the Newton 1, Hollenbeck 1, Mission, Harbor, Southeast 1 and Southwest 2 GRYD Zones. The CalVIP Grant Program requires a 100 percent cash or in-kind match of \$4,000,000. The match is satisfied through staffing and contractual service costs within the Mayor's GRYD Office that are not funded by the grant. This Office recommends approval of the Mayor's Office request, as amended in this Report, which reflects necessary modifications to enable implementation of the 2022-23 CalVIP Cohort IV Grant.

BACKGROUND

The CalVIP (formerly known as CalGRIP) is a formula grant financed by State Restitution Funds for which the City of Los Angeles is the sole eligible applicant/recipient. The CalVIP grant program is awarded on a three-year funding cycle and disbursed annually on a reimbursement basis. Eligible uses of grant funds include violence prevention and intervention activities. Recipients must distribute at least 50 percent of the grant funds to one or more community organization and use evidence-based programs, practices, and techniques. To date, the City has been awarded \$17 million in CalVIP grant funds.

2022-23 CalVIP Cohort IV Grant

The majority of the grant award is allocated for personnel, contractual services, and travel/training expenses as follows:

2022-23 CalVIP Cohort IV Grant Program July 1, 2022 – December 31, 2025			
Category	Grant Amount	City Match	Program Total
Salaries - Mayor	\$ 275,862	\$ 275,862	\$ 551,724
Related Costs – Fringe Benefits	112,138	112,138	224,276
Contractual Services	3,600,000	3,612,000	7,212,000
Travel	12,000	0	12,000
TOTAL:	\$ 4,000,000	\$ 4,000,000	\$ 8,000,000

Grant funds in the amount of \$275,862 ($\$91,954 \times 3 = \$275,862$) will be utilized to partially support six positions in the Mayor's GRYD Office over a 30-month period:

<u>Number of Positions</u>	<u>Position Title</u>
1	GRYD Program Director (\$58,044)
1	GRYD Program Manager (\$41,854)
1	GRYD Program Manager (\$52,318)
1	GRYD Principal Accountant (\$47,857)
1	GRYD Senior Accountant (\$41,233)
1	GRYD Regional Program Coordinator (\$34,556)

Cost Allocation Plan (CAP) 41 rates were applied to calculate fringe benefit costs, totaling \$112,138. The balance of salaries and fringe benefit costs over the 30-month period (\$1,452,460) that are not paid by the CalVIP Grant is provided in the Mayor's budget for 2022-23, and projected for 2023-24 and 2024-25, with the composition of the match subject to GRYD Program changes or funding determinations by Mayor or Council during the budget process.

The Program Director is responsible for overall grant administration. The Program Managers serve as the primary points of contact with BSCC to ensure that the project implementation plan, project objectives, and report submissions are duly executed. The Principal Accountant and Senior Accountant track all fiscal activities on this grant including financial reporting and contract compliance. The Regional Program Coordinator (RPC) provides management oversight of prevention and intervention initiatives within their respective GRYD Zone, coordination of all service provisions, and any technical assistance to assigned contractors.

The majority of grant funds (\$3,400,000) is allocated for 11 prevention and intervention service provider contracts and one sole source contract for evaluation services. Prevention services contracts will be executed with six community-based organizations (CBOs): Soledad Enrichment Action (SEA), Alma Family Services (AFS), New Directions for Youth (NDY), Toberman, Watts Labor Community Action Committee (WLCAC), and Brotherhood Crusade to provide prevention services in the following six, respective GRYD Zones: Newton 1, Hollenbeck 1, Mission, Harbor, Southeast 1, and Southwest 2. Likewise, intervention services contracts will be executed with four CBOs (Volunteers of America (VOA), Soledad Enrichment Action (SEA), Champions in Service (CIS), and Toberman in the following five, respective GRYD Zones: Newton 1 and Southwest 2, Hollenbeck 1, Mission, and Harbor. All providers were selected through a formal procurement process that was conducted from January 2022 through May 2022. The Mayor's Office requests authority to negotiate and execute contracts with the selected organizations to provide prevention or intervention services, in an amount not to exceed \$283,334 per prevention contract or \$340,000 per intervention contract, for a 30-month performance period of July 1, 2023 through December 31, 2025.

Funds were also allocated for data collection, analysis, and evaluation services (\$200,000). The Mayor's GRYD Office requests authority to negotiate and execute a sole source contract with California State University, Los Angeles (CSULA) to provide data collection, analysis, database management, and outcomes evaluation for the CalVIP Grant, for a performance period from July 1, 2023 through December 31, 2025. The Mayor's GRYD Office reports that a sole source contract is justified for several reasons 1) CSULA has the capacity and expertise to fully implement the data collection/evaluation component; 2) CSULA is a long-term evaluation partner on the GRYD Program and has multiple years of experience in data analysis, evaluation, and in depth knowledge of the client population, as well as the service provider community. Furthermore, CSULA serves in this capacity for the comprehensive evaluation of the City's GRYD Program. To use the same evaluation provider will ensure consistency across data collection protocols, analysis, reporting, and evaluation methodology. The City Attorney concurs with the determination for sole source procurement.

The remaining grant funds will be expended on grantor-required travel for grantee orientation and training (\$12,000).

Reserve Fund Loan Request

The Mayor's Office requests approval of a Reserve Fund loan in the amount of \$700,000 to facilitate cash flow and provided immediate disbursement to service providers contracted to implement prevention and intervention services in the targeted GRYD Zones identified for the 2022-23 CalVIP Cohort IV Grant Program. BSCC administers the 2022-23 CalVIP Grant exclusively on a reimbursement basis, requiring grant recipients to front-fund expenditures prior to submitting requests for reimbursement. The Reserve Fund monies will be utilized for contractor advances to ensure uninterrupted service delivery. The Mayor's Office indicates that they plan to submit requests for reimbursement on a quarterly basis (as allowed by the grantor) to facilitate repayment of the Reserve Fund advance, with the expectation that full repayment will be made by the end of the grant performance period in December 31, 2025, or shortly thereafter. This Office recommends approval of a Reserve Fund loan in the amount of \$700,000.

FISCAL IMPACT STATEMENT

Acceptance of the 2022-23 CalVIP Cohort IV Grant in the amount of \$4,000,000 and approval of grant-related actions will result in the implementation of enhanced gang prevention and intervention services in the Newton 1, Hollenbeck 1, Mission, Harbor, Southeast 1, and Southwest 2 GRYD Zones. The required match of \$4,000,000 will be satisfied through a combination of salary, fringe benefit costs, and contractual services in the current year, and in 2023-24 and 2024-25. The composition of the match for 2023-24 and 2024-25 is subject to funding determinations by the Mayor and Council through the annual budget process. The proposed Reserve Fund loan of \$700,000 will be used to provide cash-flow for service providers, which will be repaid upon final reimbursement of the CalVIP grant funds. Although all program costs are fully reimbursable by the grant, any significant delays in the timely submission of reimbursement requests will impact the repayment of the Reserve Fund loan and result in a negative impact to the General Fund. Full repayment will not occur until the end of the grant performance period on December 31, 2025.

FINANCIAL POLICIES STATEMENT

The City's Financial Policies require that the City pursue federal, state, and private grants, but strictly limit financial support of these programs to avoid commitments that continue beyond available funding. The recommendations in this report comply with City Financial Policies in that the proposed funding is balanced against established revenue approved by Council actions and from Federal and State grant receipts. All funding is subject to the availability of grant funds and determinations by Mayor and Council.

Attachments: 1 Governing Body Resolution
2 Pro form Public Services Agreement – Prevention Services
3 Pro forma Public Services Agreement – Intervention Services
4 Pro forma Public Services Agreement – California State University, Los Angeles

GOVERNING BODY RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LOS ANGELES THAT:

Deputy Mayor, Mayor's Office of Public Safety, OR

Grants & Finance Director, Mayor's Office of Public Safety, OR

GRYD Director, Mayor's Office of Public Safety, OR

Chief Legislative Analyst, Office of the Chief Legislative Analyst, or His/Her
Designee, OR

City Administrative Officer, Office of the City Administrative Officer, or His/Her Designee,

are hereby authorized to execute for and on behalf of the City of Los Angeles, a public entity as established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance under the California Gang Violence Intervention and Prevention (CalVIP), as well as prior year CalVIP grants (FY 2006-2023) provided by the California Board of State and Community Corrections and sub-granted through the State of California.

Passed and approved this _____ day of _____, 2023.

Certification

I, Holly L. Wolcott, duly appointed and City Clerk of the City Council of the City of Los Angeles do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of Los Angeles on the _____ day of _____, 2023.

CITY CLERK

Holly L. Wolcott

Date: _____



PROFESSIONAL SERVICES AGREEMENT

Contractor: **NAME**

Title: Gang Reduction and Youth Development Program
Fiscal Year 2022-23 CalVIP Grant Funds Contract - Prevention

Said Agreement is Number _____ of City Contracts

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Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
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Exhibit K	Budget and Budget Narrative
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Attachment 1	GRYD Fiscal Policy Manual

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CONTRACTOR

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), and **CONTRACTOR**, a **BUSINESS ENTITY** ("Contractor").

WITNESSETH

WHEREAS, the State of California Board of State and Community Corrections, through the Corrections Planning and Programs Division, has provided financial assistance to the Mayor's Office through the Fiscal Year ("FY") 2022-2023 California Violence Intervention Program ("CalVIP"), in the amount of ***** Dollars (\$***.00)** ("CalVIP Grant Funds"), such CalVIP Grant Funds having been accepted by the Los Angeles City Council (**C.F. #***, DATE**); and

WHEREAS, the Mayor's Office of Gang Reduction and Youth Development ("Mayor's Office" or "GRYD"), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various gang reduction activities; 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 are GRYD intervention services in the ***** GRYD Zone/s** and have been approved by the Los Angeles City Council and the Grantor (**C.F. #***, DATE**); and

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

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

WHEREAS, the project which is the subject of this Agreement consists of research consulting for GRYD, as more fully detailed in Section 202 and Exhibit K of this Agreement; and

WHEREAS, the City and the Contractor each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (**C.F. #***, DATE**); and

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

INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as **NAME**, having its principal office at **ADDRESS**.

§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 other stated in the Agreement:

Reginald Zachery, Director
Office of the Mayor, Gang Reduction and Youth Development
City of Los Angeles
200 N. Spring Street, Suite 303
Los Angeles, CA 90012
Reginald.Zachary@lacity.org
 - 2. The representative of the Contractor shall be:

NAME, TITLE
AGENCY
ADDRESS
CITY, STATE ZIP
EMAIL
- 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 Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance attached hereto as Exhibit I. Contractor 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. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

§105. Summary of Requirements

By executing this Agreement, Contractor hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of BSCC that are applicable to a recipient of a CalVIP grant. Such Requirements are set forth in the BSCC Grant Administration Guide (July 2016), located at

<http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016-rev-.pdf>.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **October 1, 2020 and end June 30, 2022** (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 Contractor

The Contractor shall provide the services set forth in the Budget and Budget Narrative ("Budget") attached as Exhibit K. All work is subject to prior City approval in writing.

§203. Modifications Due to Public Health Emergencies

The services set forth in Exhibit K and its associated timeline and budget may be revised, subject to all Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances applicable to this Agreement, and subject to any delays or changes requested by the Grantor during this COVID-19 public health emergency.

III.
PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed *** Dollars (\$***.00). The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor. Contractor and the City have previously completed a mutually approved Budget attached hereto as Exhibit K and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement.

Funding Term	GRYD Zone(s)	Funding Source	Funding Amount
		CalVIP 4	
			Total:

- B. Any request by Contractor 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 Contractor's request for the modification is submitted to the Mayor's Office in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the City. Contractor 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 Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor'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.
- C. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. The Contractor 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.

- D. Payment shall be made on a monthly reimbursement basis upon submission of a monthly invoice. Each monthly invoice shall be submitted on the Contractor'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.
- E. Final reimbursement requests for the grant period must be submitted to the City no later than thirty (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 Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Contractor for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- F. 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 Contractor
 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 (if applicable), 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 Contractor
 - 10. Discount and terms (if applicable)
 - 11. Remittance Address (if different from Contractor's address)
- G. 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 Contractor of a loss or reduction of federal grant funds.
- H. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- I. Contractor 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. Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- J. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
- K. Contractor 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. Contractor 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.

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles or headings appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" in this Agreement includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. Should compliance with such new, amended, or revised laws, regulations and/or procedures incur additional material costs to Contractor, the Parties shall negotiate in good faith to Compensate for such additional costs.

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in sovereign 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

Contractor may not, unless it has first obtained the written permission of the City, which shall not be unreasonably withheld; with the provision that Contractor may transfer this Agreement to an affiliated entity under common ownership and control:

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

- A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los

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

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

- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000.00) but not more than One Hundred Thousand Dollars (\$100,000.00), 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 One Hundred Thousand Dollars (\$100,000.00), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- A. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Claims for Labor and Materials

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

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

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

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

§411. Bonds

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

§412. Indemnification

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

or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

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

§413. Insurance

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

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

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

§414. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000.00) per false claim.

All recipients must comply with the requirements of 31 U.S.C. 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars and Forms

Contractor 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 (Uniform Administrative Requirements for 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); OMG Standard Form 424B Assurances or 424D as applicable – Non-construction Programs.

2. Single Audit Act

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

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, et seq., and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose

or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and applicable Grant regulations and guidance.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. Contractor shall not be required to disclose its internal costs, overhead costs, or payroll records; except to Grantor upon written request from Grantor for data or records that are directly pertinent to any issue arising under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records (including any and all documents), 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. All records pertaining to matters covered by this Agreement shall at all times be electronically accessible to the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

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

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. § 2000d et seq., 6 CFR Part 21 and 44 CFR

Part 7), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 6 CFR Part 17, 44 CFR Part 19), which prohibits discrimination on the basis of gender in educational programs and activities; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied employment to, be denied the services or the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; (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, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (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.

Contractor will comply, as applicable, with the DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs.

Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Contractor is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

In the event that any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors settles a case or matter alleging such discrimination (including limited English proficiency), Contractor will forward a copy of the complaint and findings to the City. The United States shall have the right to seek judicial enforcement of the obligations set forth herein.

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

9. Environmental

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

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) 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 Part §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) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-234); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000.00) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. The DHS/FEMA EHP Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

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

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

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

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

10. **Preservation**

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

11. **Suspension and Debarment**

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, and 2.C.F.R. Part 180, regarding Suspension and Debarment, and Contractor shall submit a

Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall comply, as applicable, with 2 C.F.R. Part 180. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference. Failure to comply with these requirements may be cause for debarment.

13. Miscellaneous

Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. If applicable, Contractor must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the

Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

14. Cellular Devices

Applicants are required to comply with the California Vehicle Code Sections §§ 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services. All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

15. Reporting Matters Related to Recipient Integrity and Performance

If the total value of you currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds Ten Million Dollars (\$10,000,000.00) for any period of time during the period of performance of this Federal award you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

16. Whistleblower Protections

The Applicant also must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code § 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulation regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

18. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

19. Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

B. Noncompliance

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

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods

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

B. Right of City to Use Inventions

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

C. Copyright Policies

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

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered and paid for under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

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

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

F. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:
1. Contractor shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provide compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practices proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition against Retaliation provided by the City, a copy of which is attached hereto as Exhibit G.
 4. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
 5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under

appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.

- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Contractor shall inform its employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Tax Credit (EITC), Contractor shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Contractor.

§419 Equal Employment Practices

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

- A. During the performance of this Contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. Contractor will, in all solicitations or advertisements for employees under this Agreement placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all 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 Contractor shall provide evidence that he or she has or will comply therewith. Contractor shall not be required to provide individual payroll records for its employees, provided such records or data are not directly pertinent to any issue arising under this Agreement.
- D. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- E. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City pursuant to Los Angeles Administrative Code section 10.8.3. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- F. 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.

- G. Intentionally blank.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. 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.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§420 Equal Benefits Ordinance

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

The Contractor shall complete and upload, the Equal Benefits Ordinance Affidavit (two 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 Five Thousand Dollars (\$5,000.00). 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. Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Contractor may obtain additional information regarding the requirements of the Equal Benefits Ordinance by visiting the Bureau of Contract Administration's web

site at www.bca.lacity.org.

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

§421. Contractor Responsibility Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this Contract.

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

and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty (30) 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 prepared as a part of the performance of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§423. Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (3) that Contractor will maintain such compliance throughout the term of this Contract.

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

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

Contractor certifies that to the best of its knowledge it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment

Development Department as set forth Section 7110(b) of the California Public Contract Code.

§424. Limitation of Corporate Acts

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

§425. Contractor Personnel

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. Contractor agrees to consider removal of personnel from performing work under this Agreement if requested to do so in writing by the City. If personnel is removed by Contractor, Contractor shall replace all key personnel with equally or better qualified staff.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City reserves the right to request the replacement of subcontractors by the submission of a written request to Contractor detailing the specific reasons for the request. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors. Upon execution of this Agreement, the City is deemed to have accepted any subcontractors that have been included in the proposal submitted to the City by Contractor, provided the City reserves the right to request the replacement of subcontractors during the term of this Agreement.

§426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures (not to include Contractor's personnel and payroll records) and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.

- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to negotiate to reduce, suspend or terminate the funds provided by this Agreement accordingly.

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

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

All publications created or published with funding under this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."*

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

Contractor agrees and obligates itself to utilize the services of Minority, Women and other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than One Hundred Thousand Dollars (\$100,000.00), if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

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

4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§429. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement to pay for legal proceedings against the City or their official representatives.

§430. Notice to City of Labor Disputes

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

§431. City Evaluation of Contractor's Performance

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

§432. Headings And Captions

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

§433. Restriction on Disbursements to Subcontractors

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

§434. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.

- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

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

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at One Hundred Thousand Dollars (\$100,000.00) or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least One Hundred Thousand Dollars (\$100,000.00) 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.

Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the

City to terminate this Agreement and pursue any and all legal remedies that may be available.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

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

§502. Notice To Correct Performance

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

§503. Suspension Of The Agreement

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

§504. Termination Of Agreement

- A. Termination for Convenience

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

- B. Termination for Breach of Contract

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

2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any 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. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement 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 Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

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

§603. Waivers

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

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

§604. Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes forty-six (46) pages, twelve (12) Exhibits, and one Attachment, which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney</p> <p>By _____ Barak Vaughan, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By _____ Karen Bass, Mayor</p> <p>Date _____</p>
<p>ATTEST: HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>(Contractor's Corporate Seal or Notary)</p>	<p>For: AGENCY</p> <p>By _____</p> <p>Print Name: _____</p> <p>Officer Title: _____</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: C.F. #*** Date of Approval: DATE
City Contract Number _____



PROFESSIONAL SERVICES AGREEMENT

Contractor: **NAME**

Title: Gang Reduction and Youth Development Program
Fiscal Year 2022-23 CalVIP Grant Funds Contract - Intervention

Said Agreement is Number _____ of City Contracts

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Exhibit J	Form 590
Exhibit K	Budget and Budget Narrative
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Attachment 1	GRYD Fiscal Policy Manual

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CONTRACTOR

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), and **CONTRACTOR**, a **BUSINESS ENTITY** ("Contractor").

WITNESSETH

WHEREAS, the State of California Board of State and Community Corrections, through the Corrections Planning and Programs Division, has provided financial assistance to the Mayor's Office through the Fiscal Year ("FY") 2022-2023 California Violence Intervention Program ("CalVIP"), in the amount of ***** Dollars (\$***.00)** ("CalVIP Grant Funds"), such CalVIP Grant Funds having been accepted by the Los Angeles City Council (**C.F. #***, DATE**); and

WHEREAS, the Mayor's Office of Gang Reduction and Youth Development ("Mayor's Office" or "GRYD"), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various gang reduction activities; 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 are GRYD intervention services in the ***** GRYD Zone/s** and have been approved by the Los Angeles City Council and the Grantor (**C.F. #***, DATE**); and

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

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

WHEREAS, the project which is the subject of this Agreement consists of research consulting for GRYD, as more fully detailed in Section 202 and Exhibit K of this Agreement; and

WHEREAS, the City and the Contractor each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (**C.F. #***, DATE**); and

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

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as **NAME**, having its principal office at **ADDRESS**.

§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 other stated in the Agreement:

Reginald Zachery, Director
Office of the Mayor, Gang Reduction and Youth Development
City of Los Angeles
200 N. Spring Street, Suite 303
Los Angeles, CA 90012
Reginald.Zachary@lacity.org
 - 2. The representative of the Contractor shall be:

NAME, TITLE
AGENCY
ADDRESS
CITY, STATE ZIP
EMAIL
- 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 Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance attached hereto as Exhibit I. Contractor 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. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

§105. Summary of Requirements

By executing this Agreement, Contractor hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of BSCC that are applicable to a recipient of a CalVIP grant. Such Requirements are set forth in the BSCC Grant Administration Guide (July 2016), located at

<http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016-rev-.pdf>.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **DATE and end DATE** (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 Contractor

The Contractor shall provide the services set forth in the Budget and Budget Narrative ("Budget") attached as Exhibit K. All work is subject to prior City approval in writing.

§203. Modifications Due to Public Health Emergencies

The services set forth in Exhibit K and its associated timeline and budget may be revised, subject to all Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances applicable to this Agreement, and subject to any delays or changes requested by the Grantor during this COVID-19 public health emergency.

III.
PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed *** Dollars (\$***.00). The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor. Contractor and the City have previously completed a mutually approved Budget attached hereto as Exhibit K and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement.

Funding Term	GRYD Zone(s)	Funding Source	Funding Amount
		CalVIP 4	
			Total:

- B. Any request by Contractor 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 Contractor's request for the modification is submitted to the Mayor's Office in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the City. Contractor 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 Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor'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.
- C. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. The Contractor 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.

- D. Payment shall be made on a monthly reimbursement basis upon submission of a monthly invoice. Each monthly invoice shall be submitted on the Contractor'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.
- E. Final reimbursement requests for the grant period must be submitted to the City no later than thirty (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 Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Contractor for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- F. 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 Contractor
 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 (if applicable), 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 Contractor
- 10. Discount and terms (if applicable)
- 11. Remittance Address (if different from Contractor's address)
- G. 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 Contractor of a loss or reduction of federal grant funds.
- H. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- I. Contractor 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. Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- J. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
- K. Contractor 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. Contractor 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.

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles or headings appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" in this Agreement includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. Should compliance with such new, amended, or revised laws, regulations and/or procedures incur additional material costs to Contractor, the Parties shall negotiate in good faith to Compensate for such additional costs.

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in sovereign 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

Contractor may not, unless it has first obtained the written permission of the City, which shall not be unreasonably withheld; with the provision that Contractor may transfer this Agreement to an affiliated entity under common ownership and control:

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

- A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los

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

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

- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000.00) but not more than One Hundred Thousand Dollars (\$100,000.00), 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 One Hundred Thousand Dollars (\$100,000.00), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- A. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Claims for Labor and Materials

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

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

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

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

§411. Bonds

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

§412. Indemnification

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

or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

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

§413. Insurance

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

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

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

§414. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000.00) per false claim.

All recipients must comply with the requirements of 31 U.S.C. 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars and Forms

Contractor 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 (Uniform Administrative Requirements for 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); OMG Standard Form 424B Assurances or 424D as applicable – Non-construction Programs.

2. Single Audit Act

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

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, et seq., and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose

or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and applicable Grant regulations and guidance.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. Contractor shall not be required to disclose its internal costs, overhead costs, or payroll records; except to Grantor upon written request from Grantor for data or records that are directly pertinent to any issue arising under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records (including any and all documents), 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. All records pertaining to matters covered by this Agreement shall at all times be electronically accessible to the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

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

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. § 2000d et seq., 6 CFR Part 21 and 44 CFR

Part 7), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 6 CFR Part 17, 44 CFR Part 19), which prohibits discrimination on the basis of gender in educational programs and activities; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied employment to, be denied the services or the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; (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, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (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.

Contractor will comply, as applicable, with the DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs.

Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Contractor is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

In the event that any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors settles a case or matter alleging such discrimination (including limited English proficiency), Contractor will forward a copy of the complaint and findings to the City. The United States shall have the right to seek judicial enforcement of the obligations set forth herein.

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

9. Environmental

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

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) 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 Part §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) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-234); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000.00) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. The DHS/FEMA EHP Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

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

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

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

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

10. **Preservation**

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

11. **Suspension and Debarment**

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, and 2.C.F.R. Part 180, regarding Suspension and Debarment, and Contractor shall submit a

Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall comply, as applicable, with 2 C.F.R. Part 180. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference. Failure to comply with these requirements may be cause for debarment.

13. Miscellaneous

Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. If applicable, Contractor must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the

Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

14. Cellular Devices

Applicants are required to comply with the California Vehicle Code Sections §§ 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services. All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

15. Reporting Matters Related to Recipient Integrity and Performance

If the total value of you currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds Ten Million Dollars (\$10,000,000.00) for any period of time during the period of performance of this Federal award you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

16. Whistleblower Protections

The Applicant also must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code § 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulation regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

18. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

19. Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

B. Noncompliance

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

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods

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

B. Right of City to Use Inventions

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

C. Copyright Policies

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

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered and paid for under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

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

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

F. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:
1. Contractor shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provide compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practices proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition against Retaliation provided by the City, a copy of which is attached hereto as Exhibit G.
 4. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
 5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under

appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.

- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Contractor shall inform its employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Tax Credit (EITC), Contractor shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Contractor.

§419 Equal Employment Practices

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

- A. During the performance of this Contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. Contractor will, in all solicitations or advertisements for employees under this Agreement placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all 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 Contractor shall provide evidence that he or she has or will comply therewith. Contractor shall not be required to provide individual payroll records for its employees, provided such records or data are not directly pertinent to any issue arising under this Agreement.
- D. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- E. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City pursuant to Los Angeles Administrative Code section 10.8.3. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- F. 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.

- G. Intentionally blank.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. 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.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§420 Equal Benefits Ordinance

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

The Contractor shall complete and upload, the Equal Benefits Ordinance Affidavit (two 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 Five Thousand Dollars (\$5,000.00). 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. Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Contractor may obtain additional information regarding the requirements of the Equal Benefits Ordinance by visiting the Bureau of Contract Administration's web

site at www.bca.lacity.org.

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

§421. Contractor Responsibility Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this Contract.

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

and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty (30) 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 prepared as a part of the performance of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§423. Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (3) that Contractor will maintain such compliance throughout the term of this Contract.

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

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

Contractor certifies that to the best of its knowledge it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment

Development Department as set forth Section 7110(b) of the California Public Contract Code.

§424. Limitation of Corporate Acts

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

§425. Contractor Personnel

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. Contractor agrees to consider removal of personnel from performing work under this Agreement if requested to do so in writing by the City. If personnel is removed by Contractor, Contractor shall replace all key personnel with equally or better qualified staff.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City reserves the right to request the replacement of subcontractors by the submission of a written request to Contractor detailing the specific reasons for the request. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors. Upon execution of this Agreement, the City is deemed to have accepted any subcontractors that have been included in the proposal submitted to the City by Contractor, provided the City reserves the right to request the replacement of subcontractors during the term of this Agreement.

§426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures (not to include Contractor's personnel and payroll records) and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.

- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to negotiate to reduce, suspend or terminate the funds provided by this Agreement accordingly.

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

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

All publications created or published with funding under this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."*

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

Contractor agrees and obligates itself to utilize the services of Minority, Women and other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than One Hundred Thousand Dollars (\$100,000.00), if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

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

4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§429. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement to pay for legal proceedings against the City or their official representatives.

§430. Notice to City of Labor Disputes

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

§431. City Evaluation of Contractor's Performance

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

§432. Headings And Captions

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

§433. Restriction on Disbursements to Subcontractors

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

§434. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.

- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

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

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at One Hundred Thousand Dollars (\$100,000.00) or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least One Hundred Thousand Dollars (\$100,000.00) 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.

Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the

City to terminate this Agreement and pursue any and all legal remedies that may be available.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

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

§502. Notice To Correct Performance

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

§503. Suspension Of The Agreement

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

§504. Termination Of Agreement

- A. Termination for Convenience

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

- B. Termination for Breach of Contract

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

2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any 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. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement 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 Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

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

§603. Waivers

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

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

§604. Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes forty-six (46) pages, twelve (12) Exhibits, and one Attachment, which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney</p> <p>By _____ Barak Vaughan, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By _____ Karen Bass, Mayor</p> <p>Date _____</p>
<p>ATTEST: HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>(Contractor's Corporate Seal or Notary)</p>	<p>For: NAME</p> <p>By _____</p> <p>Print Name: _____</p> <p>Officer Title: _____</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: C.F. #*** Date of Approval: DATE
City Contract Number _____



PROFESSIONAL SERVICES AGREEMENT

Contractor: Cal State L.A. University Auxiliary Services, Inc.

Title: Gang Reduction and Youth Development Program Research
Fiscal Year 2022-2023 CalVIP Grant Funds Contract

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CAL STATE L.A. UNIVERSITY AUXILIARY SERVICES, INC.

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), and the Los Angeles County Bar Association, a California non-profit corporation ("Contractor").

WITNESSETH

WHEREAS, the State of California Board of State and Community Corrections, through the Corrections Planning and Programs Division, has provided financial assistance to the Mayor's Office through the Fiscal Year ("FY") 2022-23 California Violence Intervention Program ("CalVIP"), in the amount of One Million Dollars (\$1,000,000.00) ("CalVIP Grant Funds"), such CalVIP Grant Funds having been accepted by the Los Angeles City Council (C.F. #XXX); and

WHEREAS, the Mayor's Office of Gang Reduction and Youth Development ("Mayor's Office" or "GRYD"), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various gang reduction activities; 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 (C.F. # XXX); and

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

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

WHEREAS, the project which is the subject of this Agreement consists of research consulting for GRYD, as more fully detailed in Section 202 and Attachment 2 of this Agreement; and

WHEREAS, the City and the Contractor each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. # XXX); and

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

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Cal State L.A. University Auxiliary Services, Inc. having its principal office at 5151 State University Drive, Golden Eagle Building 314, Los Angeles, California 90032

§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 other stated in the Agreement:

Reginald Zachery, Director
Office of the Mayor, Gang Reduction and Youth Development
City of Los Angeles
200 N. Spring Street, Room 2225
Los Angeles, CA 90012
(213) 272-0632
anne.tremblay@lacity.org
 - 2. The representative of the Contractor shall be:

Rowynn Spencer, Senior Pre-Award Grants and Contracts Analyst
Cal State L.A. University Auxiliary Services, Inc.
University Auxiliary Services, Inc.
5151 State University Drive
Golden Eagle Building 314
Los Angeles, CA 90032
- 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 Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance attached hereto as Exhibit I. Contractor 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. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

§105. Summary of Requirements

By executing this Agreement, Contractor hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of CalOES that are

applicable to a recipient of a Federal award or grant. Such Requirements are set forth in the CalOES 2018 Subrecipient Handbook, located at <https://www.caloes.ca.gov/GrantsManagementSite/Documents/2018%20Subrecipient%20Handbook.pdf>.

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II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on XXXX and end XXXX (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 Contractor

The Contractor shall provide the services set forth in Attachment 2, Scope of Work for Fiscal Year 2019-20, and the Budget and Budget Narrative ("Budget") attached as Exhibit K. All work is subject to prior City approval in writing.

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III.
PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor. Contractor and the City have previously completed a mutually approved Budget attached hereto as Exhibit K and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement.
- B. Any request by Contractor 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 Contractor's request for the modification is submitted to the Mayor's Office in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the City. Contractor 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 Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor'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.
- C. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. The Contractor 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.
- D. Payment shall be made on a monthly reimbursement basis upon submission of a monthly invoice. Each monthly invoice shall be submitted on the Contractor'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.

- E. Final reimbursement requests for the grant period must be submitted to the City no later than thirty (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 Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Contractor 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 Public Safety
200 N. Spring Street, Room 303
Los Angeles, California 90012
Attn: Ebony Cobb, Senior Grant Specialist

- F. 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 Contractor
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 (if applicable), 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 Contractor
 - 10. Discount and terms (if applicable)
 - 11. Remittance Address (if different from Contractor's address)
- G. 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 Contractor of a loss or reduction of federal grant funds.
- H. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- I. Contractor 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. Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- J. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
- K. Contractor 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. Contractor 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.

- L. City reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the City determines, in its sole discretion, that the Contractor 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 Contractor. The word "Contractor" in this Agreement includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. Should compliance with such new, amended, or revised laws, regulations and/or procedures incur additional material costs to Contractor, the Parties shall negotiate in good faith to Compensate for such additional costs.

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in sovereign 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

Contractor may not, unless it has first obtained the written permission of the City, which shall not be unreasonably withheld; with the provision that Contractor may transfer this Agreement to an affiliated entity under common ownership and control:

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

- A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los

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

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

- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000.00) but not more than One Hundred Thousand Dollars (\$100,000.00), 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 One Hundred Thousand Dollars (\$100,000.00), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- A. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Claims for Labor and Materials

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

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

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

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

§411. Bonds

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

§412. Indemnification

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

or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

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

§413. Insurance

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

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

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

§414. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000.00) per false claim.

All recipients must comply with the requirements of 31 U.S.C. 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars and Forms

Contractor 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 (Uniform Administrative Requirements for 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); OMG Standard Form 424B Assurances or 424D as applicable – Non-construction Programs.

2. Single Audit Act

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

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, et seq., and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose

or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and applicable Grant regulations and guidance.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. Contractor shall not be required to disclose its internal costs, overhead costs, or payroll records; except to Grantor upon written request from Grantor for data or records that are directly pertinent to any issue arising under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records (including any and all documents), 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. All records pertaining to matters covered by this Agreement shall at all times be electronically accessible to the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

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

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. § 2000d et seq., 6 CFR Part 21 and 44 CFR

Part 7), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 6 CFR Part 17, 44 CFR Part 19), which prohibits discrimination on the basis of gender in educational programs and activities; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied employment to, be denied the services or the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; (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, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (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.

Contractor will comply, as applicable, with the DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs.

Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Contractor is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

In the event that any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors settles a case or matter alleging such discrimination (including limited English proficiency), Contractor will forward a copy of the complaint and findings to the City. The United States shall have the right to seek judicial enforcement of the obligations set forth herein.

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

9. Environmental

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

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) 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 Part §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) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-234); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000.00) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. The DHS/FEMA EHP Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

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

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

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

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

10. **Preservation**

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

11. **Suspension and Debarment**

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, and 2.C.F.R. Part 180, regarding Suspension and Debarment, and Contractor shall submit a

Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall comply, as applicable, with 2 C.F.R. Part 180. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference. Failure to comply with these requirements may be cause for debarment.

13. Miscellaneous

Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. If applicable, Contractor must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the

Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

14. Cellular Devices

Applicants are required to comply with the California Vehicle Code Sections §§ 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services. All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

15. Reporting Matters Related to Recipient Integrity and Performance

If the total value of you currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds Ten Million Dollars (\$10,000,000.00) for any period of time during the period of performance of this Federal award you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

16. Whistleblower Protections

The Applicant also must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code § 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulation regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

18. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

19. Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

B. Noncompliance

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

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S.

Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

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

C. Copyright Policies

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

other information subject to national security or export control laws or regulations).

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered and paid for under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

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

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

F. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:
1. Contractor shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provide compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practices proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition against Retaliation provided by the City, a copy of which is attached hereto as Exhibit G.
 4. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
 5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.

- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.
- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Contractor shall inform its employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Tax Credit (EITC), Contractor shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Contractor.

§419 Equal Employment Practices

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

- A. During the performance of this Contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees under this Agreement placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
 - D. Contractor shall permit access to and may be required to provide certified copies of all 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 Contractor shall provide evidence that he or she has or will comply therewith. Contractor shall not be required to provide individual payroll records for its employees, provided such records or data are not directly pertinent to any issue arising under this Agreement.
 - D. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
 - E. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City pursuant to Los Angeles Administrative Code section 10.8.3. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall

establish and carry out a program in conformance with the provisions hereof.

- F. 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.
- G. Intentionally blank.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. 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.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§420 Equal Benefits Ordinance

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

The Contractor shall complete and upload, the Equal Benefits Ordinance Affidavit (two 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 Five Thousand Dollars (\$5,000.00). 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. Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally

as specified on the Equal Benefits Ordinance Affidavit.

Contractor may obtain additional information regarding the requirements of the Equal Benefits Ordinance by visiting the Bureau of Contract Administration's web site at www.bca.lacity.org.

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

§421. Contractor Responsibility Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to: (1) notify the City within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the City within thirty (30) calendar days of all findings by a

government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3 (a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty (30) 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 prepared as a part of the performance of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§423. Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (3) that Contractor will maintain such compliance throughout the term of this Contract.

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

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

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

§424. Limitation of Corporate Acts

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

§425. Contractor Personnel

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. Contractor agrees to consider removal of personnel from performing work under this Agreement if requested to do so in writing by the City. If personnel is removed by Contractor, Contractor shall replace all key personnel with equally or better qualified staff.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City reserves the right to request the replacement of subcontractors by the submission of a written request to Contractor detailing the specific reasons for the request. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors. Upon execution of this Agreement, the City is deemed to have accepted any subcontractors that have been included in the proposal submitted to the City by Contractor, provided the City reserves the right to request the replacement of subcontractors during the term of this Agreement.

§426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures (not to include Contractor's personnel and payroll records) and work performance. Should the City determine that the Contractor is in

non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.

- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to negotiate to reduce, suspend or terminate the funds provided by this Agreement accordingly.

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

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

All publications created or published with funding under this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."*

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

Contractor agrees and obligates itself to utilize the services of Minority, Women and other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than One Hundred Thousand Dollars (\$100,000.00), if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.

3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§429. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement to pay for legal proceedings against the City or their official representatives.

§430. Notice to City of Labor Disputes

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

§431. City Evaluation of Contractor's Performance

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

§432. Headings And Captions

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

§433. Restriction on Disbursements to Subcontractors

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

§434. Records and Audits of Subcontracts

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

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

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at One Hundred Thousand Dollars (\$100,000.00) or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least One Hundred Thousand Dollars (\$100,000.00) 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.

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

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V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

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

§502. Notice To Correct Performance

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

§503. Suspension Of The Agreement

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

§504. Termination Of Agreement

- A. Termination for Convenience

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

- B. Termination for Breach of Contract

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

2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any 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. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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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 Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

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

§603. Waivers

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

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

§604. Number of Pages and Attachments

This Agreement is executed in two 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 XXXX (XX) pages, eleven (11) Exhibits, and two Attachments, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, The City Of Los Angeles And The Contractor 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 _____ Barak Vaughn, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES XXX, Mayor</p> <p>By _____ XXXX, Mayor</p> <p>Date _____</p>
<p>ATTEST: HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>(Contractor's Corporate Seal or Notary)</p>	<p>For: Cal State L.A. University Auxiliary Services, Inc.</p> <p>By _____</p> <p>Print Name: _____</p> <p>Officer Title: _____</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: _____; Date of Approval: _____
City Contract Number _____