

0150-08674-0000

TRANSMITTALTO
The Council

DATE

SEP 22 2008


COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Contract with the Police Assessment Resource Center for Consulting Services and
Related Printed Media**

Transmitted for your consideration. See the
City Administrative Officer report attached.


for MAYOR

RPC:JLK:04090040t

SEP 25 2008
PUBLIC SAFETY

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 09-16-08	C.D. No.	CAO File No.: 0150-08674-0000
Contracting Department/Bureau: Police/Fiscal Operations Division		Contact: Laura Filatoff	
Reference: Transmittal from the Board of Police Commissioners dated August 5, 2008; referred for report on August 14, 2008.			
Purpose of Contract: Provide consulting services and produce related publications.			
Type of Contract: () New contract (X) Amendment		Contract Term Dates: September 1, 2005 through February 29, 2008	
Contract/Amendment Amount: \$73,000			
Proposed amount \$ 0 + Prior award(s) \$ 73,000 = Total \$ 73,000			
Source of funds: General Fund			
Name of Contractor: Police Assessment Resource Center Address: 520 South Grand Avenue, Suite 1070 Los Angeles, California 90071			

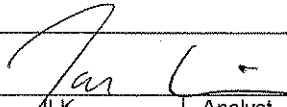
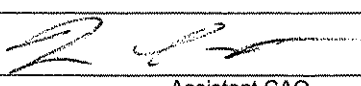
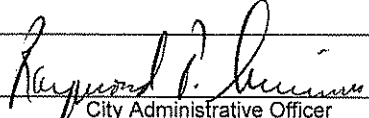
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed			X	c. Equal Benefits Ordinance	X		
4. Proposals have been requested			X	d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

On August 5, 2008 the Board of Police Commissioners approved an amended professional services agreement, for an amount not to exceed \$73,000, with the Police Assessment Resource Center, to provide consulting services and provide related publications. The proposed agreement extends the existing contract term from November 30, 2007 to February 29, 2008. The revised agreement will allow the Los Angeles Police Department (LAPD) to pay for services rendered under the scope of original agreement, but not delivered until after the expiration of the original agreement.

RECOMMENDATIONS

1. That the Mayor authorize the Chief of Police to retroactively execute the attached professional services agreement with the Police Assessment Resource Center, for the period September 1, 2005 through February 29, 2008 and for an amount not to exceed \$73,000.

 J.L.K. Analyst	 Assistant CAO	 City Administrative Officer
--	--	--

FISCAL IMPACT STATEMENT

There will be no additional impact to the General Fund. Funding for this service (\$73,000) was provided in the Police Department's Contractual Services account. This proposed agreement is in compliance with the City's Financial Policies in that these services will be financed within budgeted funds.

RPC:JLK:04090040c

Attachments

LOS ANGELES POLICE COMMISSION

Attachment

BOARD OF POLICE COMMISSIONERS

ANTHONY PACHECO
PRESIDENT

JOHN W. MACK
VICE PRESIDENT

ANDREA SHERIDAN ORDIN
ROBERT M. SALTZMAN
ALAN J. SKOBIN

ISABEL ROSAS
COMMISSION EXECUTIVE ASSISTANT II



ANTONIO R. VILLARAIGOSA
MAYOR

AM 7:56

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ANDRE BIROTTÉ, JR.
INSPECTOR GENERAL

EXECUTIVE OFFICE
SUITE 144-150, PARKER CENTER
150 N. LOS ANGELES STREET
LOS ANGELES, CA 90012

(213) 485-3531 PHONE
(213) 485-8861 FAX
(213) 485-9818 TTY

August 5, 2008

BPC #08-0310

The Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012
Attn: June Lagmay

Dear Mayor Villaraigosa:

RE: REQUEST FOR PERMISSION TO EXECUTE PERSONAL SERVICES AGREEMENT
WITH POLICE ASSESSMENT RESOURCE CENTER

At the regular meeting of the Board of Police Commissioners held Tuesday, August 5, 2008,
the Board APPROVED the Department's report relative to the above matter.

The Chief of Police has been AUTHORIZED to execute this contract.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in cursive script that reads "Isabel Rosas".

ISABEL ROSAS
Commission Executive Assistant II

c: Chief of Police

RECEIVED

July 28, 2008
10.2

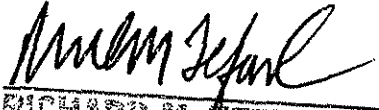
Attachment

JUL 29 2008

POLICE COMMISSION
REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police


RICHARD M. JEFANK
EXECUTIVE DIRECTOR7/29/08
DATESUBJECT: REQUEST FOR PERMISSION TO EXECUTE PERSONAL SERVICES
AGREEMENT WITH POLICE ASSESSMENT RESOURCE CENTER**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Personal Services Agreement.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police or designee to execute the Agreement upon Mayoral approval.

DISCUSSION

In 2003, the Department of Justice (DOJ), Community Oriented Policing Services (COPS) Office awarded the City of Los Angeles \$414,000 for the Internal Affairs Networks Grant (Award No. 2003HSWXXK040). The grant provided the Los Angeles Police Department (LAPD) funding to conduct three internal affairs executive sessions and develop publications based on the result of these sessions. For this grant, the City of Los Angeles contracted with Police Assessment Resource Center (PARC) to provide consulting services and to aide the LAPD in producing the publications. The initial sole-source contract with PARC was executed in May of 2006 under agreement number C-109783. The contract for \$23,000 covered the period September 1, 2005 through August 31, 2007.

In August of 2007, a subsequent amendment was approved to increase the contract amount to \$73,000 and extended the term of the contract to November 30, 2007. Under the contract, PARC had received payments for organizing and facilitating the conferences. However, the final publications submitted to the COPS Office were completed three months after the contract expired.

The Honorable Board of Police Commissioners

Page 2

10.2

The execution of the attached contract will enable PARC to receive payments for the services rendered. The new contract will extend the time of performance to February 29, 2008 and the contract amount will remain \$73,000.

If you have any questions regarding this matter, please contact Police Administrator Laura Filatoff, Commanding Officer, Fiscal Operations Division, at (213) 485-5296.

Respectfully,



WILLIAM J. BRATTON
Chief of Police

Attachments

BOARD OF
POLICE COMMISSIONERS
Approved 8/5/08
Secretary



PROFESSIONAL SERVICES AGREEMENT

Contractor: Police Assessment Resource Center
520 South Grand Avenue, Suite 1070
Los Angeles, California 90071
(213) 623-5757

Said Agreement is Number _____ of City Contracts

TABLE OF CONTENTS

Section Number and Table

Page

I INTRODUCTION

101	Parties to the Agreement	3
102	Representatives of the Parties and Service of Notices	3
103	Independent Contractor	4
104	Conditions Precedent to Execution of this Agreement	4

II TERM AND SERVICES TO BE PROVIDED

201	Time of Performance	4
202	Services to be Provided by Contractor	5

III PAYMENT

301	Compensation and Method of Payment	7
-----	--	---

IV STANDARD PROVISIONS

401	Construction of Provisions and Titles Herein	8
402	Applicable Law, Interpretation and Enforcement	8
403	Integrated Agreement	9
404	Excusable Delays	9
405	Breach	9
406	Prohibition Against Assignment or Delegation	9
407	Permits	10
408	Non-Discrimination and Affirmative Action	10
409	Claims for Labor and Materials	10
410	Los Angeles City Business Tax Registration Certificate	10
411	Bonds	11
412	Indemnification	11

TABLE OF CONTENTS

<u>Section Number and Table</u>	<u>Page</u>
413 Insurance	11
414 Conflict of Interest	13
415 Compliance with Statutes and Regulations	14
416 Federal, State, and Local Taxes	21
417 Inventions, Patents and Copyrights	21
418 Living Wage Ordinance (Not applicable to this Agreement)	23
419 Earned Income Tax Credit	24
420 Equal Benefits Ordinance	24
421 Contractor Responsibility Ordinance	25
422 Slavery Disclosure Ordinance	26

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

501 Defaults	26
502 Suspension	27
503 Termination	27
504 Notices of Suspension and Termination.....	28
505 Amendments	28

VI

ENTIRE AGREEMENT

601 Complete Agreement	28
602 Number of Pages and Attachments	28
Execution (Signature) Page	29

Exhibits

- Exhibit A Indemnification and Insurance Requirements**
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**
- Exhibit C Certification Regarding Lobbying**
- Exhibit D Notice of Prohibition Against Retaliation**

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
POLICE ASSESSMENT RESOURCE CENTER

THIS AGREEMENT NOVATION is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the "City", and the Police Assessment Resource Center, a New York Corporation, hereinafter called the "Contractor".

W I T N E S S E T H

WHEREAS, the United States Department of Justice hereinafter called the Grantor, has created the Community Oriented Policing Services Program to assist law enforcement; and

WHEREAS, the Los Angeles Police Department (LAPD) has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various activities; and

WHEREAS, the LAPD 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 project that is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above-described programs, and has been funded in the LAPD's budget by the U.S. Department of Justice (DOJ/Grantor), Community Oriented Policing Services Program (COPS); and

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

WHEREAS, the Contractor has set the standard for civilian review of police internal affairs matters as a national resource center for police oversight, and is uniquely qualified to provide advice and assistance to the LAPD with developing best practices for internal affairs investigations and policies; and

WHEREAS, the City and the Contractor executed an Agreement as authorized by the City Council and the Mayor (refer to Council File Number 05-1580, dated October 15, 2005) which authorizes the General Manager of the Police Department to prepare and execute the Agreement; and

WHEREAS, the City and the Contractor executed an amendment to the Agreement as authorized by the City Council and the Mayor (refer to Council File Number 07-0937, dated November 30, 2007); and

WHEREAS, the City and the Contractor now seek to execute a contract novation, extending the time of performance by three (3) months as authorized by Los Angeles Administrative Code Section 14.8.

NOW, THEREFORE, the City and the Contractor 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 Main Street, Los Angeles, California 90012.
- B. The Contractor, known as the Police Assessment Resource Center, having its principal office at 520 South Grand Avenue, Suite 1070, Los Angeles, California 90071.

102. Representatives of the Parties and Service of Notices

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

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

Deputy Chief Mark R. Perez, Commanding Officer
Professional Standards Bureau
Los Angeles Police Department
304 S. Broadway
Los Angeles, CA 90012
(213) 473-6672

- 2. The representative of the Contractor shall be:

Merrick Bobb, President
Police Assessment Resource Center
520 South Grand Avenue, Suite 1070
Los Angeles, California 90071
(213) 623-5757

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

103. Independent Contractor

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

104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certification and Disclosure Regarding Lobbying in accordance with Section §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 420 of this Agreement and the Slavery Disclosure Ordinance in accordance with Section 422.

II.

TERM AND SERVICES TO BE PROVIDED

201. Time of Performance

The term of this Agreement shall commence on **September 1, 2005**, and end

February 29, 2008 and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein.

202. Services to be Provided by the Contractor

A. Introduction

Throughout the history of policing, the question of police abuse of power, police misconduct and the overarching question of whom and how the police are investigated have loomed. Police scandals and the efforts of police management to control and manage their forces have been constant questions since the inception of organized policing. The prevailing model today is much the same as since the creation of the professional police model of organization in the 1960s: a reactive, internal investigative model using sanctions to control and modify behavior.

Increasingly, modern police executives and others are questioning the efficiencies of this method. Interestingly, despite the recent increase in academic work, study and research on the profession of policing, very little work has been done in the area of internal affairs to determine the norms of the industry, such as how various allegations of misconduct should be investigated, and what are the most effective ways to modify behavior and gain compliance by officers.

Creating a Community of Best Practices project will create the first ever on-going major cities internal affairs gathering and collaboration through a community of practice. Communities of practice are organizational structures that network together individuals across traditional jurisdictional or disciplinary boundaries that share a common policy and professional development purpose. This effort will bring the top major city practitioners and the top academics together to discuss the key issues in the field and begin the effort to create a set of "best practices" for this important but neglected area of policing. Importantly, the physical gathering for a meeting is only one stage in the process. This project is specifically structured to create a sense of on-going community around a common purpose and create the situations that would foster continued, constant dialogue on important and timely topics.

- B.** The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301. The Police Assessment Resource Center will dedicate the resources of Merrick Bobb, Allison Hart, and others to this project.

Merrick Bobb, Esq. will undertake the following tasks for the Major Cities Internal Affairs: Creating a Community of Best Practices project:

Participate in conference calls and meetings as a member of the planning group with others involved in the development and implementation of the project as requested by the LAPD and/or COPS.

Working with the LAPD, develop detailed agendas for the three conferences that will take place in conjunction with this project.

Attend and participate in the conference sessions.

Participate in monthly teleconferences with the community of practice as requested by the LAPD.

Act as a post-conference consultant for the community of practice during the term of the contract. He will provide advice and guidance to the community of practice members when requested and will collaborate with community members writing papers and reports on relevant topics.

Draft recommended minimal policies and best practices for internal affairs investigations. The recommended policies and practices will be submitted no later than July 1, 2008.

Draft International Chiefs of Police Association model policy on internal affairs investigations. The model policy will be submitted no later than July 1, 2008.

Prepare monographs and/or other publications as practicable and as demand drives.

In collaboration with the LAPD, prepare agendas and supporting material for each of three subcommittee meetings and a third Executive Session.

Attend and participate in three subcommittee meetings and a third Executive Session.

Working with the subcommittee chairs, prepare presentations for the Executive Session on the work accomplished by the subcommittees.

Mr. Bobb will be compensated a fee not to exceed \$65,000, based upon an estimated ten days of work at his normal rate of \$1,500.00 per day.

All materials, policies, monographs, publications, and reports, are subject to the prior review and written approval of the City.

Ms. Allison Hart will undertake the following tasks for the Major Cities Internal Affairs: Creating a Community of Best Practices project:

Participate in conference calls and meetings as a member of the planning group with others involved in the development and implementation of the project as requested by the LAPD and/or COPS.

Working with the LAPD, develop detailed agendas for the three conferences that will take place in conjunction with this project.

Attend and facilitate the conference sessions by participating in selecting the conference site and developing the room set-up, reviewing written material to be distributed to participants, recommending participants and facilitating discussions and interaction during the conference meetings.

Participate in monthly teleconferences with the community of practice as requested by the LAPD.

Act as a post-conference consultant for the community of practice during the term of the contract.

Ms. Hart will be compensated a fee not to exceed \$8,000, based upon an estimated 50 hours of work at her normal rate of \$160.00 per hour.

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 Seventy-three Thousand Dollars (\$73,000.00). The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.
- B. Each monthly invoice shall be submitted on the Contractor's letterhead; include the name, hours, rate of pay for all personnel to be paid; include evidence of the completed project; include supporting documentation for all approved purchases of equipment or supplies and shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and satisfied with the documentation included in the invoice.
- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.

- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. Contractor warrants that any applicable discounts have been included in the costs to the City.
- F. Funding for all periods of this contract 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.
- G. 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 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.

IV. STANDARD PROVISIONS

401. Construction of Provisions and Titles Herein

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

402. Applicable Law. Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

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 portions of provisions 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 herein.

404. Excusable Delays

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

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

405. Breach

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

406. Prohibition Against Assignment or Delegation

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

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

407. Permits

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

408. Nondiscrimination and Affirmative Action

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. 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).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. 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.

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.

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 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. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) or exemption required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, 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 said Ordinance and shall not allow any such Certificate to be revoked or suspended. The cost of the Certificate and the tax incurred pursuant to Contractor's performance of this contract will be reimbursed to Contractor.

411. Bonds

Duplicate copies of 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 Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

412. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR/CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S/CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the CONTRACTOR/CONSULTANT or its SUBCONTRACTORS of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

413. Insurance

A. General Conditions

During the term of this Contract and without limiting CONTRACTOR'S/CONSULTANT'S indemnification of the CITY, CONTRACTOR/CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR/CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR 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 instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May

Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide CITY at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY'S insurance program. Except when CITY is a named insured, CONTRACTOR'S/CONSULTANT'S insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR/CONSULTANT ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR/CONSULTANT, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONTRACTOR/CONSULTANT. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S/CONSULTANT'S insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR'S/ CONSULTANT'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/CONSULTANT.

D. Workers' Compensation

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

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

414. Conflict of Interest

A. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. This section intentionally left blank.

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

415. Compliance with State and Federal Statutes and Regulations

Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal 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. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this

Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. 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. Records Inspection

At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County

of Los Angeles unless authorization to remove them is granted in writing by the City.

7. Subcontracts and Procurement

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

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

8. Labor

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

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.

Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.

None of the funds be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

Hatch Act (5 USC §§1501-1508 and 7324-7328).

9. Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the

basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species

under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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 Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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

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

11. Preservation

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

12. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with 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 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.

13. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.

B. Statutes and Regulations Applicable To This Particular Grant

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

1. 28 CFR Part 66.
2. Contractor agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.
 - b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.
 - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

3. Contractor shall comply and assure the compliance of all subcontractors with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC § 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
4. Contractor shall comply with provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to federal Assistance Programs.
5. Contractor ensures 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 Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. Contractor shall comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

416. Federal, State and Local Taxes

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

417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the 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.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Contractor shall comply with 28 CFR 66.36(i)(9).

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C.

Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

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

418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract 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, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- 1.** CONTRACTOR/CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- 2.** CONTRACTOR/CONSULTANT 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/CONSULTANT 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/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract.

CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

- 3.** The CONTRACTOR/CONSULTANT, 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 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/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
 5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(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/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT 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 awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT 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 there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT 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.

419. Earned Income Tax Credit

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

420. Equal Benefits Ordinance

This contract may be subject to the Equal Benefits Ordinance in the future. If so, Contractor will be notified of the applicability by the City.

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

- A. During the performance of the Contract, the Contractor/Consultant certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor/Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:
- B. During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration at (213) 847-6480.
- C. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor/Consultant fails to comply with the EBO the Awarding Authority 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.
- E. Failure to comply with the EBO may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- F. If the Bureau of Contract Administration determines that a Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant 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 in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its

responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant 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/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

422. Slavery Disclosure Ordinance

This contract may be subject to the Slavery Disclosure Ordinance in the future. If so, Contractor will be notified of the applicability by the City.

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

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with .502 of this Agreement; or
- D. Terminate the Agreement.

502. Suspension

The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- C. 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.

503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in .201 or upon completion of the performance of this Agreement.

504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

505. 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.

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. Number of Pages and Attachments

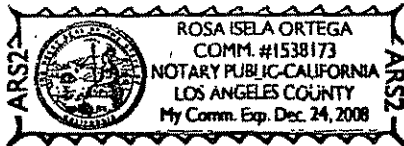
This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes forty-two (42) pages and four (4) Exhibits which constitute the entire understanding and agreement of the parties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 11, 2008 before me, Rosa Isela Ortega Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Merrick John Bobb
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosa Isela Ortega
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement
Document Date: NO Date Number of Pages: 38

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Merrick John Bobb

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: _____

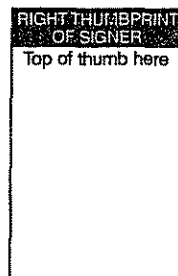
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



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

CITY OF LOS ANGELES,
A municipal corporation

**POLICE ASSESSMENT RESOURCE
CENTER**

By: _____
WILLIAM J. BRATTON, Chief of
Police
Los Angeles Police Department

By: _____
MERRICK J. BOBB
President

Date: _____

Date: 7/11/08

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney

WITNESSES:

By: _____
Deputy/Assistant City Attorney

ATTEST:

Date: _____
Vice President

By: _____

ATTEST:
KAREN E. KALFAYAN, City Clerk

Date: _____
(Contractor's Corporate Seal or Notary)

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 870767-23/1190

Internal Revenue Service Identification Number: 13-1478074

Council File/OARS File Number: 05-1580 Date of Approval _____

Agreement Number: C-109783

EXHIBIT A**INSURANCE REQUIREMENTS**

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

X Workers' Compensation (Statutory Limit/Employer's Liability) Limits
\$ 1,000,000

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

X General Liability \$ 1,000,000

☒ Premises and Operations☒ Contractual Liability☒ Independent Contractors☐☐ Collapse & Underground☒ Products/Completed Operations☐ Fire Legal Liability \$ _____

____ Automobile Liability (if vehicle is used for this agreement, other than commuting) \$ _____

☐ Hired Automobiles☐ Non-owned Automobiles☐ Owned Automobiles☐ _____

____ Professional Liability (Errors and Omissions) \$ _____

☐ Discovery Period _____

____ Property Insurance to cover value of building (as determined by city or insurance company)

☐ All Risk Coverage☐ Extended Coverage☐ Flood \$ _____☐ Earthquake \$ _____☐ Boiler and Machinery☐ Debris Removal☐ _____☐ _____

____ Pollution Liability \$ _____

☐ _____

____ Fidelity Bond ____ Surety Bond ____ Crime Insurance \$ _____

____ Other: _____ \$ _____

Notes: _____

EXHIBIT A
INSURANCE REQUIREMENTS

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

Person to Contact Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

Name: Contracts Unit City Agency: Los Angeles Police Dept. Address: 150 N. Los Angeles St., Room 741 Los Angeles, CA 90012 Tel: (213) 473-5574 Fax: (213) 473-5598

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirement Sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with *final* plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

EXHIBIT A – Cont.
INSURANCE REQUIREMENTS

6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of the same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of the same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

7. **Signature** All submission must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initiated by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** or coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds (Severability of Interest)** In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

EXHIBIT A – Cont.
INSURANCE REQUIREMENTS

PROCEDURES

12. **Acceptable Evidence and Approval** CITY Special Endorsements forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contain a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage**. Certificates *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law of the California Financial Responsibility Law for Automobile Liability; 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy condition listed in Section 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY's SPARTA program as an optional source of low-cost insurance which meets all requirements.)

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

EXHIBIT A – Cont.
INSURANCE REQUIREMENTS

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

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self-Insure) must be provided if you have employees at any time during the period of this Contract. **Waiver of Subrogation** on the coverage is required only for those jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high volume property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

Police Assessment Resource Center
CONTRACTOR/BORROWER/AGENCY

Merrick J. Bobb, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Merrick Bobb
SIGNATURE

June 27, 2008
DATE

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

AGREEMENT NUMBER

Police Assessment Resource Center
CONTRACTOR/BORROWER/AGENCY

Merrick J. Bobb, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Merrick Bobb
SIGNATURE

June 27, 2008
DATE

EXHIBIT D
CITY OF LOS ANGELES
Bureau of Contract Administration
Department of Public Works
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
(213) 847-6480

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

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

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

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

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 847-6480.