STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

April 13, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 April 20, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY AND CHIEF PROBATION OFFICER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR CONTINUED COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM (CLEAR) PARTICIPATION (ALL DISTRICTS) (3 VOTES)

SUBJECT:

This is to request that your Board authorize the District Attorney and Chief Probation Officer to execute and enter into a Professional Services Agreement with the City of Los Angeles for continued participation in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention project funded by the United States Department of Justice, in accordance with the City's CLEAR Program requirements.

JOINT RECOMMENDATION WITH THE DISTRICT ATTORNEY THAT YOUR BOARD:

Authorize the District Attorney and Chief Probation Officer to execute and enter into a Professional Services Agreement (Attachment) with the City of Los Angeles (City) in the amount of $1,814,819 for CLEAR Program services provided by the District Attorney's Office ($1,100,682) and Probation ($714,137) at nine CLEAR sites: Northeast, Newton, Southeast, Southwest, Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, and Foothill for the period of July 1, 2009 through June 30, 2010; Rampart for the period of April 1, 2010 through June 30, 2010; and 77th Street for the period of October 1, 2009 through June 30, 2010. The CLEAR Program is funded from the Fiscal Year (FY) 2009 Edward Byrne Memorial Justice Assistance Grant.

Delegate authority to the District Attorney and Chief Probation Officer, or their designees, upon award of grant funding, to accept and execute the Grant Award Agreement (GAA) and serve as Project Directors for their respective CLEAR Program. This also includes authorization to approve any subsequent amendments, modifications, and/or extensions that do not increase the Net County Cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to comply with CLEAR Program legislation which requires that this collaborative, multi-agency effort involving the District Attorney's Office, Probation Department, Los Angeles Police Department, and the Los Angeles City Attorney's Office be formalized in a Professional Services Agreement as the City's prerequisite to release CLEAR Program funding.

In addition, your Board's approval will provide delegated authority to the District Attorney and Chief Probation Officer and, or their designees, to serve as Project Directors for their respective CLEAR Program and to carry out the terms of the Agreement, including any necessary amendments, modifications, and/or extensions.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services, and Strategic Plan Goal No. 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County. The CLEAR Program is a collaborative effort between multiple jurisdictions committed to ridding neighborhoods of street violence.

FISCAL IMPACT/FINANCING

The Agreement (Attachment 1) will be funded from the FY 2009 Edward Byrne Memorial Justice Assistance Grant for the periods of: July 1, 2009 through June 30, 2010 (Northeast, Newton, Southeast, Southwest, Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, Foothill); April 1, 2010 through June 30, 2010 (Rampart); and October 1, 2009 through June 30, 2010 (77th Street).

The City will provide the County a total of $1,814,819 as follows: $1,100,682 to the District Attorney's Office to partially fund salaries for nine Deputy District Attorney III positions, and $714,137 to the Probation Department to partially fund salaries and employee benefits for nine existing Deputy Probation Officer II positions, respectively.

These revenues are included in each respective Department's FY 2009-10 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CLEAR program is a multi-jurisdictional program that has brought together law enforcement, government, and community agencies in an effort to rid neighborhoods of street violence since 1998. On May 6, 2008, your Board adopted the Chief Executive Officer's recommendations to avoid retroactive agreements and ensure timely payments from the City for the CLEAR Program. Consistent with these recommendations, the City has fully reimbursed the District Attorney's Office for all outstanding previously executed agreements, and is in the process of transmitting the two final payments to the Department of Probation. However, despite working with the City to avoid retroactive agreements, this problem still exists primarily due to delays resulting from the lengthy process to negotiate JAG funding allocations and the City's preparation and approval of the Professional Services Agreement.

In order for the Probation and the District Attorney's Office to claim reimbursement from the City for the CLEAR Program, the attached Professional Services Agreement between the City and the County of Los Angeles must be signed by the County Departments receiving funding. The Mayor of Los Angeles will sign and fully execute the Agreement when it is received from the County, and the City will then reimburse the County.

The proposed Agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

The recommendations will maintain the existing level of services and will enable the District Attorney's Office and the Probation Department to work with the Los Angeles Police Department and the City Attorney's Office to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by identifying the gangs associated within each community and addressing each community's gang problem. Overall, the continued receipt of the City's reimbursement for CLEAR Program services will mitigate disruption in service delivery.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Maria Baldwin, District Attorney's Office, 201 N. Figueroa Street, Suite 1300, California 90012. Any questions may be directed to Ms. Baldwin at (213) 202-7684.

Respectfully submitted,

STEVE COOLEY
DISTRICT ATTORNEY

CALVIN C. REMINGTON
ACTING CHIEF PROBATION OFFICER

mrb:al

Attachment

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Office

PROFESSIONAL SERVICES AGREEMENT

Contractor: County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program

Said Agreement Number _____

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

Exhibit C Certification Regarding Lobbying

Exhibit D Certification Regarding Drug Free Workplace Requirements

Exhibit E City Ethics Commission Form 50

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

This Agreement ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and the County of Los Angeles, a political subdivision of the State of California (the "County" or "Contractor").

W I T N E S S E T H

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through its Office of Justice Programs ("OJP") Bureau of Justice Assistance ("BJA"), has provided financial assistance to the City and 60 disparate participating jurisdictions within the County of Los Angeles through the Fiscal Year (FY) 2009 Edward Byrne Memorial Justice Assistance Grant program ("JAG 09" or the "Grant") in the amount of $7,316,821, of which the City's allocation of the JAG 09 Grant is $2,557,821, such Grant having been accepted by the City Council (C.F.09-2545, 1/19/10); and

WHEREAS, a portion of the Grant funds allocated to the City was awarded by the Grantor to partially fund and support the Community Law Enforcement and Recovery (CLEAR) Program which acts as the suppression component of the City's Gang Reduction Strategy; and

WHEREAS, the City's Gang Reduction Strategy utilizes a comprehensive, collaborative and community-wide approach to reducing gang violence through the provision of essential prevention, intervention, re-entry and suppression services by CLEAR Teams made up of personnel from the Los Angeles City Attorney's Office, the Los Angeles Police Department, the Los Angeles County District Attorney's Office, the Los Angeles County Probation Department, and the California Department of Corrections and Rehabilitation; and

WHEREAS, the City has designated its Mayor's Office of Homeland Security and Public Safety ("Mayor's Office") to provide for proper monitoring of the funding and administration of the Grant and the CLEAR Program; and

WHEREAS, the City and County are desirous of executing this Agreement regarding the involvement of the County's District Attorney's Office and the Probation Department in the CLEAR Program, such execution having been authorized by the City Council (C.F. #09-2545, 1/19/10); and

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

I
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and

B. The County of Los Angeles, a political subdivision of the State of California, having its principal office at 500 West Temple Street, Los Angeles, CA 90012.

§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:

Eileen Decker, Deputy Mayor
Mayor's Office of Homeland Security and Public Safety
200 N. Spring Street, Room M-180
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718

2. The representatives of the County shall be:

Steve Cooley, District Attorney
Los Angeles County District Attorney's Office
Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, CA 90242
(213) 202-7777

and

Calvin C. Remington, Acting Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA 90242

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by

registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Independent Contractor

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

§104. Conditions Precedent to Execution of This Agreement

The County shall provide copies of the following documents to the City:

A. (This section is left intentionally blank)

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order ("EO") 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. The County 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 County.

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

E. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof.

II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **July 1, 2009** and end on **June 30, 2010** 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 County

A. General Description of CLEAR:

The primary purpose of the Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program is to facilitate the recovery of gang-infested communities by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration of City and County criminal justice agencies, and partnerships. This partnership forms the CLEAR's core collaborative agencies.

CLEAR's core collaborative agencies are:

- Los Angeles City Police Department (LAPD)
- Los Angeles County Probation Department
- Los Angeles City Attorney's Office (LACA)
- Los Angeles County District Attorney's Office (LADA)
- California Department of Corrections and Rehabilitation – Parole and Community Services Division, Region III (CDCR)

The key to CLEAR's success has been the immediate availability of police officers, deputy district attorneys, deputy city attorneys, probation officers and parole officers in the defined primary and secondary target areas. The role of each team member is outlined below:

- The LAPD deploys officers who are specifically designated to respond to gang-related criminal activity within their respective jurisdictions in the CLEAR target area;

- The California Department of Corrections provides intensive monitoring and closely supervises all parolees during their re-entry into society to avert them from engaging in criminal activity upon there release.

- Los Angeles County Probation Department collaborates with the City Attorney to ensure that gang members receive appropriate conditions of probation that prohibit association with other gang members through curfews and restrictions on returning to designated areas.

- The District Attorney's Office and City Attorney's Office engage in community-based and vertical prosecution to ensure effective prosecution of gang-related crimes;

- Other Federal, State and local agencies and programs are requested to participate in a target area as the CLEAR Operational Team identifies additional areas of need.

B. The County shall provide contractual services as set forth in, and in accordance with, this §201, Exhibit A, and Exhibit A-1 of this Agreement. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

C. There are nine (9) CLEAR sites within the City of Los Angeles to be funded from the FY 2009 Edward Byrne Memorial Justice Assistance Grant. Each site is to be assigned one (1) Los Angeles County Deputy District Attorney III and one (1) Los Angeles County Deputy Probation Officer II. The CLEAR sites are as follows:

- LAPD Foothill Area
- LAPD Newton Area
- LAPD Northeast Area
- LAPD Southeast Area
- LAPD Southwest Area (Baldwin Village)
- LAPD Rampart
- LAPD Hollenbeck/Ramona Gardens
- LAPD Hollenbeck/Boyle Heights
- LAPD 77th Florence/Graham

1. <u>Los Angeles District Attorney</u>

Los Angeles District Attorney's Office (LADA) shall dedicate one (1) full-time employee ("FTE") Deputy District Attorneys level III or higher per CLEAR site for a total of nine (9) (Newton, Northeast, Southeast, Southwest, Rampart, Hollenbeck/Ramona Gardens, Hollenbeck/Estrada Courts, Foothill and 77th.) The CLEAR Deputy District Attorneys shall be from LADA's Hardcore Gang Division, each with a minimum of five years of experience as a Deputy District Attorney. The CLEAR Deputy District Attorneys shall review all felony arrests of adult gang members made by the CLEAR Team and files charges as LADA deems appropriate. The CLEAR Deputy District Attorneys shall vertically prosecute from the filing stage to sentencing, all violent gang-related felonies committed by the targeted gang or occurring in the targeted area. Additionally, the each CLEAR Deputy District Attorney shall work with CLEAR investigators to ensure felony cases are fully prepared for trial. In cases where probation is granted, the CLEAR Deputy District Attorney shall advocate the imposition of gang

terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members, and shall also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Subject to the terms set forth in this Agreement, LADA shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the CLEAR Deputy District Attorneys assigned to the City, and sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options.

2. Probation Department

The Probation Department will dedicate one (1) FTE Deputy Probation Officers level II or higher per CLEAR site for a total of nine (9) Deputy Probation Officers (Newton, Northeast, Southeast, Southwest, Rampart, Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, 77th, and Foothill.). The CLEAR Deputy Probation Officers shall coordinate and conduct the following field-related activities: police ride-a-longs, compliance sweeps, field visits, community-based organization contacts, search and seizures, warrant pickups; coordinate Community Impact Teams ("CIT") and co-facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; serve as a liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community-based agencies in matters related to the program; monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; effect timely detection and verification of violations; impose conditions of probation specifically related to gang behavior; ensure that probation violations will lead to timely sanctioning; maintain awareness of gang and criminal activity; maintain efforts to discourage gang group activity and minimize gang cohesiveness; and redirect individual gang members into non-gang activities, etc. The Probation Department Specialized Enforcement Operations Officers coordinate with the LAPD and LASD (as well as other existing Probation resources) to participate in special operations, search and seizures, ride-alongs and selective enforcement. Probation Officers will also arrest probationers in violation and initiate violation proceedings with the court. Coordination with the LAPD, LASD, the City Attorney and the District Attorney CLEAR personnel ensures that gang members being placed on probation receive appropriate gang conditions. In contrast to existing Probation Officers, Probation Officers dedicated to the

CLEAR Program do not carry caseloads and are more available to be in the field, enhancing visibility as well as the opportunity to engage in special projects. CLEAR Probation representatives also serve as liaisons to the local schools and communities, and may chair the local CLEAR CIT.

3. The Time Period for funding each Deputy District Attorney III and Deputy Probation Officer II is as follows:

CLEAR site	Time Period for funding
Northeast	7/1/2009-6/30/2010
Newton	7/1/2009-6/30/2010
Southeast	7/1/2009-6/30/2010
Southwest	7/1/2009-6/30/2010
Hollenbeck/Ramona Gardens	7/1/2009-6/30/2010
Hollenbeck/Boyle Heights	7/1/2009-6/30/2010
Rampart	4/1/2010-6/30/2010
77th	10/1/2009-6/30/2010
Foothill	7/1/2009-6/30/2010

4. Evaluation

The County shall ensure that it and its CLEAR assigned personnel comply in a timely manner with all requests from the City's contract evaluator to provide information and statistics related to this grant-funded CLEAR program for use by the CLEAR Executive Board and the City and to provide monthly data to the City and Grantor as may be requested by City and/or Grantor.

5. Reports

The County shall ensure that its LADA and Probation Department submit an annual progress report to the City, including results for the Federal performance indicators, in a format developed by the Bureau of Justice Assistance (BJA) that describes progress made with respect to the program objectives and activities. The reporting due date is as follows:

Report Period	Due to the City No Later than:
2. July 1, 2009– June 30, 2010	July 15, 2010

The County shall submit all other reports and data on time and as required by BJA and/or the City.

III
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to County as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Million, Eight Hundred Fourteen Thousand Eight Hundred Nineteen Dollars ($1,814,819) on a reimbursement basis. The foregoing rate represents the total compensation to be paid by the City to the County for services to be performed as designated by this Agreement, such compensation to be expended by County for salaries and associated fringe benefits only in accordance with this Agreement and as set forth in Exhibit A-1.

B. The compensation paid to the County pursuant to this Agreement shall be used to fund salaries and partial benefits over a 12-month period (on a reimbursement basis) as indicated in Exhibit A-1 as follows:

CLEAR site	**Amount for LADA**	**Amount for Probation Department**		**Site Total**	**Time Period for funding**
Northeast	$168,766	$99,996	=	**$268,762**	7/1/2009-6/30/2010
Newton	$133,416	$79,104	=	**$212,520**	7/1/2009-6/30/2010
Southeast	$133,416	$79,104	=	**$212,520**	7/1/2009-6/30/2010
Southwest	$133,416	$79,104	=	**$212,520**	7/1/2009-6/30/2010
Hollenbeck/Ramona Gardens	$133,416	$84,756	=	**$218,172**	7/1/2009-6/30/2010
Hollenbeck/ Boyle Heights	$133,416	$79,104	=	**$212,520**	7/1/2009-6/30/2010
Foothill	$98,066	$87,744	=	**$185,810**	7/1/2009-6/30/2010
Rampart	$33,354	$19,776	=	**$53,130**	4/1/10 - 6/30/2010
77th	$133,416	$105,449	=	**$238,865**	10/1/2009-6/30/2010
Totals:	**$1,100,682**	**$714,137**	=	**$1,814,819**	

C. The County shall submit invoices on a quarterly basis. Each invoice shall be submitted on County's letterhead, with the following information: the name, hours and rate of pay for all personnel to be paid pursuant to this Agreement, and

evidence of the completed project and applicable deliverables. The County shall also include all supporting documentation required by the Grantor and the City's fiscal processing requirements as determined by the Office of the City Controller. In accordance with The Office of Justice Programs (OJP) Financial Guide 2008 located at http://www.ojp.usdoj.gov/financialguide/index.htm, link provided in Exhibit F for convenience. Documents include, but are not limited to Payroll Register, Timesheets, proof of the fringe benefits rate (letter is acceptable with appropriate authorization). Following receipt of the invoice and all supporting documentation, the City will approve the submission for reimbursement and submit the required documentation to the Grantor, if necessary, and begin the process of obtaining funds from the Grantor. The City shall notify the County in writing if the County's submission is deficient and if additional information is necessary. Once the funds are received by the City from the Grantor, the City shall provide payment to the County within 60 days of receipt of the funds. Funds shall not be released until the City has approved the invoice and is satisfied with the supporting documentation included in the applicable invoice.

D. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request any additional supporting documentation to substantiate costs incurred at any time.

E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein.

F. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the County. The City will not compensate the County for any costs incurred for invoice or supporting documents 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 County under penalty of perjury that the information submitted is true and correct.

G. Funding for all periods of this Agreement is subject to the continuing availability of Federal funds for this program to the City. This Agreement may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds.

H. (This section intentionally left blank).

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "County" 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 County as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City without regard to conflict of law principles. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto is 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 include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

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

§408. Nondiscrimination and Affirmative Action

A. The County shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California. In performing this Agreement, the County 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 County shall comply with EO 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the County, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

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

B. (This section intentionally left blank)

C. Any subcontract entered into by the County relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of §408.

§409. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00 *et seq.* of the Los Angeles Municipal Code) is not applicable.

§410. 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 Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code §11.47-11.56.

§411. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by §895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in §§895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a

negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of §895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement. The City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code §2778 regarding interpretation of indemnity agreements are hereby incorporated

§412. Conflict of Interest

A. County covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating 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 County 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 County 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 County.

F. Prior to obtaining the City's approval of any subcontract, the County shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the County 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 County 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 County covenants that no member, officer or employee of County 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 County 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".

§413. Insurance

(This section intentionally omitted.)

§414. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code §6250 *et seq.*).

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

County shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. County shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. County 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

County shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Detailed information can be found in the OJP Procurement Procedures Guide, online at: http://www.ojp.usdoj.gov/funding/pdfs/procurement_procedures.pdf

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

a. County shall with comply with the Anti-Lobbying Act (18 U.S.C. §1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. County shall not use any funds provided under this Agreement, either directly or indirectly, in support of enactment, repeal, modification or adoption of any law, legislation, regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, County shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to County until the Certification is filed.

c. County 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 County. County 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

a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General

of the State of California may deem necessary, County shall make available for examination all of its records with respect to all matters covered by this Agreement. The County hereby gives the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General of the State of California, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the grant funds and all matters covered by this Agreement, including, but not limited to all subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and the Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. The County shall establish a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

7. Subcontracts and Procurement

County shall comply with Federal, State, City and County 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.

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

8. Labor

a. County 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 CFR 900, Subpart F).

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

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

d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 *et seq.*

9. Civil Rights

County shall comply with all Federal statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 28, Code of Federal Regulations (CFR), Part 42, Subparts C, D, E & G; (j) Title 28, CFR, Part 35; (k) any other nondiscrimination provisions in the specific

statute(s) under which application for Federal assistance is being made; (l) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (m) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against County in connection or related to any activities funded by grant funds from the Grantor, County will promptly forward a copy of the finding to the City.

10. Environmental

a. County 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.

b. County shall comply with, and provide any information requested by Grantor and City to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

c. County shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. County will comply with all conditions placed on any project as the result of

the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the County must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the County will immediately cease activity in that area and notify the City and Grantor and the appropriate State Historic Preservation Office.

d. County 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.

e. County 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.

f. County 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.

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

h. County is, shall ensure, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

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

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

k. County shall assist the City and OJP Bureau of Justice Assistance ("BJA") in complying with the National Environmental Policy Act

(NEPA), the National Historic Preservation Act, and other related Federal environmental impact analyses requirements in the use of these grant funds.

11. Preservation

County shall comply with §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

County shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and County shall submit a Certification Regarding Debarment required by EO 12549 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither County 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. County 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. County shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under EO12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

County shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701, 28 CFR Part 67 and the California Drug-Free Workplace Act of 1990, Government Code §§8350-8357. County shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Miscellaneous

County shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et seq.*). Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or subtitle A of Title I of the Energy Policy Act of 2005 (including the

amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) current edition of *Financial Guide*; OJP *Procurement Procedures Guide*; Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448. All equipment and software purchased or developed under this Agreement must be compliant with DOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

3. To support public safety and justice information sharing, County shall use the National Information Exchange Model (NIEM) specifications and guidelines in the use of grant funds. County shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the NIEM guidelines. More information on compliance with this provision is located at www.niem.gov/implementationguide.php.

4. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 46, Protection of

Human Research Subjects (including all OJP policies and procedures related thereto, and including the obtainment of Institutional Review Board approval, if appropriate, and subject informed consent); Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

5. County agrees to submit to the City for the City to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications resulting from grant funds, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. 2009-DJ-BX-0471 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.

6. County agrees that, within 120 days of receiving grant funds, for any law enforcement task force funded with these grant funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

7. All confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or

information, County shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.

8. Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

9. Requirements of the Genetic Information Nondiscrimination Act of 2008.

10. County shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.

11. County shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

12. To avoid duplicating existing networks or IT systems in any initiatives funded by Grantor for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless County can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. County shall comply with all reporting, data collection and evaluations requirements, as prescribed by law and detailed by Grantor in program guidance for the JAG program.

14. County shall ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Grant during the performance period for the Grant.

15. County agrees that the funds received under this Agreement will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

16. County acknowledges and agrees that all of its programs funded by this grant must conform to the grant program requirements as stated in the BJA program guidance.

B. Travel Expenses

Travel expenses shall not be reimbursed under this Agreement.

C. Noncompliance and Compliance with Special Conditions

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

§416. Federal, State and Local Taxes

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

§417. Federally Funded Projects, Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S.C., including, without limitation, processes and business methods made in the course of work under this Agreement, the County shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. §200 *et seq.* (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 EO 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). County hereby agrees to be bound by the Policy, and will require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed 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, publish 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, publish and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. County shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§418. Claims for Labor and Materials

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

§419. Living Wage Ordinance

(County is exempt from the requirements of this section.)

§420 Equal Employment Practices

(County is exempt from the requirements of this section.)

§421 False Claims Act

The County acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

§422. Equal Benefits Ordinance

(County is exempt from the provisions of this section.)

§423. Contractor Responsibility Ordinance

(County is exempt from the requirements of this section.)

§424. Slavery Disclosure Ordinance

(County is exempt from the requirements of this section.)

§425. Child Support Assignment Orders

(County is exempt from the requirements of this section.)

§426. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all the County contracts, including procurement, construction and personal services. This policy applies to the County and its subcontractors. Consistent with EO 11625, 12432, and 12138, the County shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The County shall:

1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.

2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.

3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.

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

§427. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. The County may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If the County conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based Contractor will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based Contractor may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible

activities under this Section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant-funded religious congregation uses as its principal place of worship, however, are ineligible for grant-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§428. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§429. Limitation of Expenditures

A. The County shall not expend funds provided under this Agreement prior to the commencement of this Agreement, as provided in §201 of this Agreement or subsequent to suspension or termination of this Agreement in accordance with §§503-504 herein.

B. Expenditures shall be made in conformance with the grantor approved Budget.

C. Expenditures shall be in direct support of the project which is the subject of this Agreement. The County shall notify the City in writing of any expenditure for items jointly used for any other project(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.

§430. Limitation of Corporate Acts

The County shall not take any steps which may materially affect the performance of this Agreement without first notifying the City in writing.

§431. Employment of Key Personnel

All the County's grant-funded positions are considered essential to the work being performed under this Agreement. Upon terminating or diverting any personnel to other programs, the County shall notify the City of the change and provide the names, titles, and start dates of replacement personnel. All staff for this program must be identified on the quarterly reports submitted to the City as well as in the timesheets provided by the County upon request for reimbursement. Substitute or replacement personnel hired by the County or collaborating subcontractor agencies shall meet the same qualifications as staff identified in Exhibit A.

§432. Contractor Personnel

A. The County shall employ persons meeting the qualifications for those positions as negotiated between the County and the City for this Agreement

B. The County shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the County and the City.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

D. Unless otherwise provided or approved by the City, the County shall use its own employees to perform the services described in this Agreement.

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

§433. Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the County enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§434. Funding Reduction

A. During the performance of this Agreement, the City shall have the authority to review the County's actual project expenditures and work performance. Should the City determine that the County is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.

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

§435. Press Releases-Public Information

In connection with any activities funded under this Agreement, the County shall make specific reference to the City of Los Angeles as the sponsoring agency and that the County is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. The County shall make specific

reference to the City of Los Angeles as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. The County shall also coordinate press releases with the media/public relations project for maximum impact.

§436. Prohibition of Legal Proceedings

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

§437. (This Section is Not Applicable to this Agreement)

§438. Notice to City of Labor Disputes

When the County has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement, the County shall immediately give notice thereof, including all pertinent information, in regard to same to the City. No funds in this Agreement shall be used to promote or deter union organizing.

§439. Technical Assistance

Should the County need technical assistance from the City regarding matters which are the subject of this Agreement, the County shall submit a written request to the City identifying the nature of the problem, the action the County has taken to resolve the problem, and the type of assistance needed.

§440. Maintenance of Effort

(This Section is Not Applicable to this Agreement)

§441. Effect of Legal Judgment

Should any covenant, condition or provision contained herein be held invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not affect any other covenant, condition or provision herein contained.

§442. Acts of God

Neither party shall be liable for damages for delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

§443. City Evaluation of Contractor's Performance

(County is exempt from the requirements of this section.)

§444. Headings and Captions

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

§445. Restriction on Disbursements to Subcontractors

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

§446. Records and Audits of Subcontracts

A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.

B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.

C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.

D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the County fail for any reason to comply with the contractual obligations of this Agreement within the time specified, 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 Section 504 of this Agreement;

D. Terminate this Agreement.

§502. Intentionally left blank

§503. Intentionally left blank

§504. Termination Of Agreement

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

2. If a Federal or State proceeding for relief of debtors is undertaken by or against the County, or if the County makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

3. If the County engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.

4. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the County shall be liable to the City for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Agreement, including all intellectual property rights thereto, shall become City property upon date of such termination. The County agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

6. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the County was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.

7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Amendments

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

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

§603. Waivers

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

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

§604. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes 35 pages and 6 Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY:
CARMEN A. TRUTANICH, City Attorney

By _____
Deputy City Attorney

Date _____

Executed this _____ day of _____,2010

For: THE CITY OF LOS ANGELES

ANTONIO R. VILLARAIGOSA, Mayor

_____

Place City Seal Below:

ATTEST:

JUNE LAGMAY, City Clerk

By _____
Deputy City Clerk

Date _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
Jennifer Lehman, Principal Deputy,
County Counsel

Date _____

Place County Seal Below:

Executed this _____ day of _____, 2010

For: COUNTY OF LOS ANGELES

By _____
Steve Cooley, District Attorney

Executed this _____ day of _____, 2010

By _____
Calvin C. Remington, Acting Chief
Probation Officer

Council File/CAO File Number: 09-2545 Date of Approval January 19, 2010

Said Agreement is Number _____ of City Contracts

EXHIBIT A
THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

The Community Law Enforcement and Recovery (CLEAR) Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department, Probation, City Attorney, District Attorney, Mayor's Office, and community stakeholders. CLEAR first targeted the violent Avenues gang in northeastern Los Angeles and in subsequent years, CLEAR has expanded to include a total of nine areas. In the last five years, gang-related violent crime has remarkably decreased due to CLEAR.

Crime reduction and enhanced quality of life in gang strongholds in all CLEAR sites are a direct result of the infusion of funds and resources, and the corresponding ability to implement proactive, rather than reactive strategies. CLEAR features a number of joint activities by its cores members who are co-located in the target areas. These include: police ride-alongs with the Los Angeles Police Department; gang information and data sharing across departments and between the City and the County; gang conditions of probation, witness protection; and a Community Impact Team in which community members and law enforcement work together to prioritize and address local problems. The representative from the District Attorney's Office chairs the monthly Executive Steering Committee, which is responsible for program planning and oversight. A representative from the Los Angeles Police Department co-chairs (with the District Attorney) the monthly Operations Team Committee, which is responsible for site coordination and day-to-day program operations.

City Attorney's Office

The CLEAR sites shall be staffed by experienced Deputy City Attorney IIIs from the City Attorney Gang Unit. The Deputy City Attorney IIIs assigned to each CLEAR team shall vertically prosecute all misdemeanor offenses and local ordinance violations committed by targeted gang members, focus on gang-related nuisance and quality of life issues, work cooperatively with the other team members, and participate in the respective Community Impact Teams. The Deputy City Attorney IIIs shall also attend and participate in community meetings and events related to CLEAR operations. The assigned attorneys shall be co-located with the other members of the CLEAR Operations Team.

Los Angeles Police Department

The CLEAR sites shall be staffed by a Detective and a Sergeant. These staff members are assigned to the CLEAR team to investigate all gang-related crimes that occur within the designated areas, work cooperatively with the other team members, and participate in the respective Community Impact Teams. They shall also attend and participate in community meetings and events related to CLEAR operations. Overtime funds allow the

officers to increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR sites.

Los Angeles District Attorney

The Los Angeles District Attorney's Office ("LADA") shall dedicate one (1) FTE Deputy District Attorney level III or higher per CLEAR site for a total of nine (9) sites (Foothill, Newton, Northeast, Southeast, Southwest-Baldwin Village, Rampart, Hollenbeck-Ramona Gardens, Hollenbeck-Estrada Courts and 77th Florence/Graham). The CLEAR Deputy District Attorney IIIs shall be from LADA's Hardcore Gang Division, each with a minimum of five years of experience as a Deputy District Attorney. The CLEAR Deputy District Attorneys shall review all felony arrests of adult gang members made by the CLEAR team and file charges as LADA deems appropriate. The CLEAR Deputy District Attorneys shall vertically prosecute from the filing stage to sentencing, all violent gang-related felonies committed by the targeted gang or occurring in the targeted area. Additionally, each CLEAR Deputy District Attorney shall work with CLEAR investigators to ensure felony cases are fully prepared for trial. In cases in which probation is granted, the CLEAR Deputy District Attorney shall advocate the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys shall vigorously litigate felony probation violations that are filed on the targeted gang members, and shall also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Subject to the terms set forth in this Agreement, LADA shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the CLEAR Deputy District Attorneys assigned to the CLEAR site. LADA shall have the sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options.

Probation Department

The Probation Department shall dedicate one (1) FTE Deputy Probation Officer level II or higher per CLEAR site for a total of nine (9) (Foothill, Newton, Northeast, Southeast, Southwest-Baldwin Village, Rampart, Hollenbeck-Ramona Gardens, Hollenbeck-Estrada Courts and 77th Florence/Graham). The CLEAR Deputy Probation Officers shall coordinate and conduct the following field-related activities: police ride-a-longs, compliance sweeps, field visits, community-based organization contacts, search and seizures, warrant pickups; coordinate Community Impact Teams and co-facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; serve as a liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community-based agencies in matters related to the program; monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; effect timely detection and verification of violations; impose conditions of probation specifically related to gang behavior; ensure that probation violations will lead to timely sanctioning;

maintain awareness of gang and criminal activity; maintain efforts to discourage gang group activity and minimize gang cohesiveness; and redirect individual gang members into non-gang activities, etc.

EXHIBIT A-1

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM
CLEAR BUDGET: Personnel Services (Salaries/Employee Benefits)

ERM: July 1, 2009 to June 30, 2010

CLEAR site	Amount for LADA	Amount for Probation Department	Time Period for funding
Northeast	$168,766	$99,996	7/1/2009-6/30/2010
Newton	$133,416	$79,104	7/1/2009-6/30/2010
Southeast	$133,416	$79,104	7/1/2009-6/30/2010
Southwest	$133,416	$79,104	7/1/2009-6/30/2010
Hollenbeck/Ramona Gardens	$133,416	$84,756	7/1/2009-6/30/2010
Hollenbeck/Boyle Heights	$133,416	$79,104	7/1/2009-6/30/2010
Foothill	$98,066	$87,744	7/1/2009-6/30/2010
Rampart	$33,354	$19,776	4/1/10 - 6/30/2010
77th	$133,416	$105,449	10/1/2009-6/30/2010
Totals:	**$1,100,682**	**$714,137**	

CLEAR Partner	Funding Amounts
District Attorney Salaries and Employee Benefits	$1,100,682
Probation Department Salaries and Employee Benefits	$714,137
TOTAL	**$1,814,819**

TOTAL County funds $1,814,819

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

This certification is required by the regulations implementing EO 12549, Debarment and Suspension, 24 CFR §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

County of Los Angeles
_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE 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 EO 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 County 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

_____
AGREEMENT NUMBER

County of Los Angeles
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT D

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing a drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The County's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the WIA program be given a copy of the statement required by paragraph 1. above.

4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:

   a. Abide by the terms of the statement, and
   b. Notify the County of any criminal drug statute convictions for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Notifying the City within ten (10) days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.

6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination, or

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

_____
AGREEMENT NUMBER

County of Los Angeles
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT E
CITY ETHICS COMMISSION
FORM 50

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

Bidder Certification
CEC Form 50

Bid/Contract Number:	Department:
Name of Bidder:	Phone:
Address:	
Email:	

CERTIFICATION

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

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

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

CEC Form 50 Definitions

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

(i) **"Public lease or license".**

(a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.