

# CONTRACT SUMMARY SHEET

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

DATE: 2/3/2011

FROM (DEPARTMENT): Police

CONTACT PERSON: Lorean Soo Hoo PHONE: (213) 486-0395

CONTRACT NO.: C-118499 COUNCIL FILE NO.: 09-2448

ADOPTED BY COUNCIL: 06-02-2010

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

APPROVED BY BPW: N/A

DATE

CONTRACTOR NAME: National Consortium for Advanced Policing

TERM OF CONTRACT: 01/3/2011 THROUGH: 9/30/2011

TOTAL AMOUNT: \$2,339,211.00

## PURPOSE OF CONTRACT:

To support the LAPD's Policing Convergent Threats Program by providing services to create a partnership and creating a curriculum and program to train law enforcement officers in advanced policing strategies.

PROFESSIONAL SERVICES AGREEMENT

Contractor: National Consortium for Advanced Policing

Title: Policing Convergent Threats Program

Said Agreement is Number C-118499 of City Contracts

## TABLE OF CONTENTS

<u>Section Number and Table</u>	<u>Page</u>
<u>I.</u>	
<u>INTRODUCTION</u>	
§101 Parties to the Agreement	7
§102 Representatives of the Parties and Service of Notices	7
§103 Independent Contractor	8
§104 Conditions Precedent to Execution of this Agreement	8
<u>II.</u>	
<u>TERM AND SERVICES TO BE PROVIDED</u>	
§201 Time of Performance	10
§202 Services to be Provided by Contractor	10
<u>III.</u>	
<u>PAYMENT</u>	
§301 Compensation and Method of Payment	15
<u>STANDARD PROVISIONS</u>	
§401 Construction of Provisions and Titles Herein	17
§402 Applicable Law, Interpretation and Enforcement	17
§403 Integrated Agreement	17
§404 Excusable Delays	18
§405 Breach	18
§406 Prohibition Against Assignment or Delegation	18
§407 Permits	18
§408 Non-Discrimination and Affirmative Action	19
§409 Claims for Labor and Materials	19
§410 Los Angeles City Business Tax Registration Certificate	20

## TABLE OF CONTENTS

Section Number and Table	Page
§411 Bonds	20
§412 Indemnification	20
§413 Insurance	21
§414 Conflict of Interest	22
§415 Compliance with Statutes and Regulations	24
§416 Federal, State, and Local Taxes	36
§417 Inventions, Patents and Copyrights	36
§418 Living Wage Ordinance	38
§419 Equal Employment Practices	39
§420 False Claims Act	42
§421 Earned Income Tax Credit	42
§422 Equal Benefits Ordinance	42
§423 Contractor Responsibility Ordinance	43
§424 Slavery Disclosure Ordinance	43
§425 Restriction on Disclosures	43
§426 Child Support Assignment Orders	44
§427 Limitation of Expenditures	44
§428 Limitation of Corporate Acts	45
§429 Employment of Key Personnel	45
§430 Contractor Personnel	45
§431 Cost-Plus-a-Percentage-of-Cost-Subcontracting	46
§432 Funding Reduction	46
§433 Press Releases-Public Information	46
§434 Participation of Minorities, Women and Small Businesses	47
§435 Prohibition of Legal Proceedings	47
§436 This Section is Not Applicable to this Agreement	47
§437 Notice to City of Labor Disputes	47
§438 Technical Assistance	47
§439 Maintenance of Effort	48
§440 Effect of Legal Judgment	48
§441 Acts of God	48
§442 City Evaluation of Contractor's Performance	48
§443 Headings and Captions	48
§444 Procurement Procedures for Subcontracts	48
§445 Purchase of Lease of Equipment	52
§446 Restriction on Disbursements	54
§447 Records and Audits of Subcontracts	55

V.  
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501	Defaults	56
§502	Notice to Correct Performance	57
§503	Suspension of the Agreement	57
§504	Termination of the Agreement	57

VI.  
ENTIRE AGREEMENT

§601	Complete Agreement	60
§602	Amendments	60
§603	Waivers	60
§604	Number of Pages and Attachments	60
Execution (Signature) Page		61

## Exhibits

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Workplace Requirements
- Exhibit E City Ethics Commission (CEC) Form 50
- Exhibit F EBO Forms
- Exhibit G Notice to Employees Working on City Contracts RE: Living Wage Ordinance and Prohibition against Retaliation
- Exhibit H Travel Estimate
- Exhibit I Schedule of Milestones and Payments

AGREEMENT NUMBER \_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
NATIONAL CONSORTIUM FOR ADVANCED POLICING

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the "City," and the National Consortium for Advanced Policing, a 501(c)(3) California non-profit corporation, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grants Program Directorate of the Federal Emergency Management Agency ("FEMA", and along with DHS, the "Grantor"), has provided financial assistance to the City through the Fiscal Year (FY) 2008 Competitive Training Grant Program ("CTGP FY08" or the "Grant"); and

WHEREAS, on or about September 2008, FEMA awarded to the City a cooperative agreement through the CTGP FY08 grant in the amount of \$2,489,211.00 to the City to support the Los Angeles Police Department's ("LAPD") Policing Convergent Threats Program, such Grant having been accepted by the Los Angeles City Council on or about June 2, 2010 (C.F. # 09-2448); and

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

WHEREAS, the project which is the subject of this Agreement, has been established by the City as one of the above described programs and has been funded in the LAPD budget by the Grantor in the amount of \$2,489,211.00 from the CTGP FY08 grant funds; and

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

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

WHEREAS, on or about June 2, 2010, the City Council authorized the Chief of Police, or his designee, to negotiate and execute this sole source Agreement to develop and implement the LAPD's Policing Convergent Threats Program ("PCTP" and previously called the National Consortium for Advanced Policing program) with Contractor in an amount not to exceed \$2,339,211 from the Grant funds (C.F. #09-2448); and

WHEREAS, it is agreed between the parties that the contract performance period of this Agreement will commence on January 3, 2011 and end on September 30, 2011. Before the end date, if required, a no cost extension will be requested of FEMA.

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (C.F. # 09-2448, 6/2/10).

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

I.  
INTRODUCTION

**§101. Parties to the Agreement**

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.
- B. The Contractor, known as the National Consortium for Advanced Policing, a 501(c)(3) California non-profit corporation, having its principal office at 10537 Santa Monica Boulevard, Third Floor, Los Angeles, California 90025.

**§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:

Michael Downing, Deputy Chief  
Los Angeles Police Department  
Counter-Terrorism & Criminal Intelligence Bureau  
100 West First Street, 10th Floor  
Los Angeles, CA 90012  
Phone (213) 486-8780  
Fax (213) 486-8775  
downingm@lacity.org

2. The representative of the Contractor shall be:

Mr. Gregg Gittler, Chief Executive Officer  
National Consortium for Advanced Policing  
10537 Santa Monica Boulevard, Third Floor  
Los Angeles, CA 90025  
Phone (310) 474-4007  
Fax (310) 474-4407  
ggittler@gblaw.net

With copies to:

Personal Services Agreement  
National Consortium for Advanced Policing

Chuck DeWitt, Partner  
Lafayette Group  
1919 Gallows Road, Suite 630  
Vienna, VA 22182  
Phone (703) 760 8866  
Fax (703) 760 8870  
cbdewitt@lafayettemgroup.com

and

Usha Sutliff, Program Manager  
Lafayette Group  
1613 Chelsea Road, #114  
San Marino, CA 91108  
Phone (626) 872-6611  
usutliff@lafayettemgroup.com

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

#### §103. Independent Contractor

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

#### §104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.

- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certification and Disclosure Regarding Lobbying in accordance with Section §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 422 of this Agreement.
- E. Certification Regarding Drug Free Workplace Requirements, in accordance with Section 415.A.13 of this Agreement, attached hereto as Exhibit D and made a part hereof.
- F. 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 January 3, 2011, with the first deliverable due during the last week of February 2011, and end on September 30, 2011 and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide the services set forth, and in accordance with, this Section 202 (including the scope of work identified herein) and the Schedule of Milestones and Payments attached hereto as Exhibit I and made a part hereof. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

The scope of work ("SOW") shall include the following:

The Contractor will provide services to the LAPD for its Policing Convergent Threats Program - a partnership between the LAPD and four other police departments throughout the country aimed at training more than 2,000 state, local and tribal police officers in advanced policing strategies that they can apply to the complex and global policing challenges of the 21<sup>st</sup> Century. A portion of the students will be trained in the classroom with the remainder to be trained online only, as determined by the LAPD. The Contractor will design an in-class curriculum for the LAPD that will teach state, local and tribal law enforcement agencies how to apply intelligence-led and other advanced policing strategies to terrorism, narcotics trafficking, gangs, organized crime and human smuggling. The Contractor will also design a Web-based course that will focus on methods to "track the money" that is the lifeblood of these criminal organizations. This Web-based course will be implemented through a password-protected Website that the Contractor will design and build for the LAPD.

According to the U.S. Department of Justice, intelligence-led policing ("ILP") is "a business process for systematically collecting, organizing, analyzing, and utilizing intelligence to guide law enforcement operational and tactical decisions. ILP aids law enforcement in identifying, examining, and formulating preventative, protective, and responsive operations to specific targets, threats, and problems. ILP is a proactive application of analysis, borrowing from the established

processes of the intelligence analytic function and using the best practices from existing policing models. The ability to collect, examine, vet, and compare vast quantities of information enables law enforcement agencies to understand crime patterns and identify individuals, enterprises, and locations that represent the highest threat to the community and concentration of criminal and/or terrorist-related activity. Through this method, law enforcement agencies can prioritize the deployment of resources in a manner that efficiently achieves the greatest crime-reduction and prevention outcomes.” (Source: *Navigating Your Agency’s Path to Intelligence-Led Policing*, February 2009)

The Los Angeles Police Department Project Manager shall provide overall direction for this project, and shall manage the Contractor, the project schedule, the implementation of the project, and approve all deliverables.

#### A. Develop Curriculum

The Contractor shall develop an in-class curriculum titled, “Policing Convergent Threats in the 21st Century,” for the LAPD in accordance with the course development structure used by the Federal Emergency Management Agency (“FEMA”) and outlined in the deliverables, which are herein included as Exhibit I. This course will include, but not be limited to: case studies; information, provided by Subject Matter Experts (SMEs), about each of the five topic areas – terrorism, gangs, organized crime, human smuggling and narcotics trafficking; and instruction on proven investigative, analysis and ILP techniques that police can apply to these criminal activities. The Contractor will work closely with the LAPD throughout this curriculum development process to ensure that the instruction fills the knowledge gaps and instructional needs of State, local and tribal police officers.

The Contractor will select and hire an instructional development team that will consist of curriculum developers, SMEs and researchers. The Contractor will also conduct all of the activities that are part of FEMA’s curriculum development process, which consists of the following steps:

- a needs assessment, which consists of a focus group or survey, and is used to determine the course goals, the methods of instruction and the knowledge gaps that the curriculum will fill;
- a planning and analysis phase, during which the framework of the project, including the scope, schedule, target learning population, and content analysis, is determined;
- the development of course design documents, which include the learning objectives, course overview, instructional strategies and methods of assessment;
- the development of prototype documents and course materials, in both draft and final form;

- the conduct of three pilot programs, which will be held for different audiences and will assess the effectiveness of the instruction;
- revisions of the curriculum following the pilot programs;
- participation in a Desk Review by FEMA; and
- participation in FEMA's Course Certification process.

The Contractor will also produce FEMA-required quarterly financial reports, which will provide a fiscal summary and a projection of fiscal activities; and semi-annual progress reports, which will provide the status of meeting program objectives, timelines and milestones.

In collaboration with the LAPD, the Contractor will collaborate with the following organizations and government entities as part of the curriculum and program development process:

- the Intelligence Unit Commanders Group, a subset of the Major Cities Chiefs Association, which will participate in the needs assessment and a review of the draft course;
- the Naval Postgraduate School and the U.S. Department of Justice, which will both identify potential resources for NCAP students and provide input on the curriculum components; and
- the U.S. Department of Homeland Security's Office of Intelligence and Analysis, which will review the draft curriculum.

The LAPD shall select the other four partner police agencies that, as partners of the Policing Convergent Threats Program, will provide training venues, student outreach and logistical support. At each of these five agencies, the Contractor will form a Curriculum Advisory Board (CAB) of seasoned investigators who will advise on the content and focus of the curriculum. The Contractor will coordinate all aspects of activities with the CABs.

The Contractor will select and provide the instructors, guest lecturers, SMEs, class facilitators and the program management staff. The Contractor will provide the LAPD Project Manager with lists – in draft and final forms – of training venues and instructors. The LAPD Project Manager will select the final venues and instructors.

The Contractor shall provide in-class students with course materials including, but not limited, to handouts focused on Intelligence-Led Policing, terrorism, narcotics trafficking, gangs, organized crime and human smuggling. The Contractor shall furnish the LAPD with a complete electronic compilation of class materials when the course is completed.

The Contractor will assess students' comprehension of the curriculum using FEMA-approved assessment tools such as surveys. The Contractor and the

LAPD, in cooperation with FEMA, shall determine the number and timing of these assessments during the development phase.

The length of the course in the classroom will be decided by the LAPD, FEMA and the Contractor upon completion of the needs assessment and planning and analysis phases that are critical parts of FEMA's course development process. The number of course iterations for the in-class training will be determined by the LAPD, FEMA and the Contractor and will depend on the timeline of the course certification process and the months remaining in the grant performance period.

The Contractor will also design a Web-based course in accordance with FEMA's requirements that will focus on methods to "track the money" that is the lifeblood of these criminal organizations. The length and focus of this course will be determined during the needs assessment and planning and analysis phase required by FEMA.

#### B. Select Participants and Facilitate Instruction

The Contractor shall staff and manage all aspects of the in-class training. This includes, but is not limited to, coordinating with the training venues, registering the students and developing rosters, managing the instructors, providing student materials, facilitating/running the classes, developing and providing the student assessment tools and reporting on the findings of those assessments.

The classes will be held at locations in the State of California and the other states in which the PCTP member agencies are located. Drawn from a pool of police departments and other public and private agencies selected by the LAPD and the PCTP partner agencies, students will be nominated by their superiors to attend the training program. Student selection may be facilitated by the fusion centers in the various regions. The LAPD will approve the final student lists.

The student body for the courses shall be comprised primarily of law enforcement personnel. The goal for the student audience breakdown in the classroom will be 75% at the ranks of police detectives, analysts and sergeants and 25% at the ranks of police lieutenants and above. Fire and private security professionals who have daily investigative duties will be invited to certain portions of the course to facilitate networking, enhance cooperation and information sharing in the region and learn cross-discipline approaches. The Contractor shall recommend a class size to the LAPD based on a student/teacher ratio that optimizes learning and meets the LAPD's participation requirements.

#### C. Maintain an Internet-Accessible Education Portal for the PCTP

The Contractor shall develop and maintain a training portal website that uses a Learning Management System called Moodle. The Contractor will submit, for

approval by the LAPD Project Manager, a draft design for the website that will outline the student registration process, the security protocols, the proposed content and the proposed website architecture (i.e. layout) and functionality. The Contractor will hire and manage software developers and purchase, test and implement software for the website.

Once the online course is developed by the Contractor, approved by the LAPD and certified by FEMA, the Contractor will hold classes on the password-protected training portal and provide other virtual resources for PCTP students. These resources will include professional reading lists, course material and other data to be determined by the Contractor and approved by the LAPD and FEMA. The Contractor shall also maintain a public external version of the website accessible to the public that will describe the PCTP program and provide links to open-source resources for state and local police officers.

#### D. Write and Submit Reports

The Contractor, in cooperation with the LAPD, will prepare all reports required by FEMA throughout the performance period. These reports, which are detailed in Exhibit I, include quarterly financial reports, semi-annual progress reports, and the required steps of FEMA's curriculum development process, ranging from the needs assessment to the course certification.

In addition, the Contractor will submit monthly status reports on activities including, but not limited to, logistics coordination, Information Technology support and outreach to PCTP members and students. These will be supplemented by both the FEMA-required reports and reports on activities the Contractor will undertake to ensure that the curriculum meets the instructional needs of its target audience and the requirements set forth by FEMA and the LAPD. These activities include, but are not limited to: contacting members of law enforcement organizations, the Federal government and training institutions in order to identify resources for the students and solicit input on the curriculum; providing the LAPD with detailed information about training venues; and providing a comprehensive plan, in both draft and final form, that will set the overall framework for the program.

#### E. Develop and Refine Overall Strategic Vision

The Contractor shall send personnel to PCTP-related outreach efforts/events such as professional conferences and meetings as directed by the LAPD. Attending conferences accomplishes the strategic objectives of a) meeting stakeholders including, but not limited, to SMEs, academics, government officials and private sector participants who could teach courses in the future; b) ensuring exposure to information about emerging threats that can be included in the

curriculum; and c) introducing and publicizing the PCTP to potential stakeholders in professional environments.

The Contractor shall assist the LAPD in any efforts to expand the PCTP's international pool of instructors. Under the LAPD's direction, the Contractor shall assist in the formation of these relationships by making presentations to various audiences, having in-person meetings with institutions and/or SMEs with knowledge and resources that will benefit PCTP students.

**III.**  
**PAYMENT**

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

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, a firm fixed price amount not to exceed Two Million Three Hundred Thirty-Nine Thousand Two Hundred Eleven Dollars (\$2,339,211.00). The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred (Travel, Instructor, etc.) and materials to be provided in Contractor's performance of this Agreement.

The payment schedule for each deliverable is included in Exhibit I, Deliverable and Payment Schedule, and each payment shall be made in accordance thereto.

- B. Each monthly invoice shall be submitted on Contractor's letterhead. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has approved the work received. The City shall have a reasonable amount of time following the receipt of an invoice to notify Contractor in writing of any deficiencies in the work received. If the Contractor is not notified of deficiencies during this period, then the work is deemed to be approved. The City shall effect payment within a reasonable amount of time following receipt of an invoice that has been deemed to be approved in accordance with the terms of this Agreement.
- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

- E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting documentation preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- F. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- G. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms. Contractor warrants that any applicable discounts have been included in the costs to the City and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- H. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

IV.  
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in §602.

#### §404. Excusable Delays

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

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

#### §405. Breach

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

#### §406. Prohibition Against Assignment or Delegation

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

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

#### §407. Permits

The Contractor and its directors, officers, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further 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. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

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

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

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

#### §409. Claims for Labor and Materials

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

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

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

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

§411. Bonds

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

§412. Indemnification

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

City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

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

#### §413. Insurance

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

Electronic submission of insurance requirements is the preferred method of submitting Contractor's evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of Contractor's insurance is to have its insurance broker or agent access

Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Contractor's behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at:

[http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

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

#### §414. Conflict of Interest

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

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

The Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

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

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

#### 2. Single Audit Act

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

#### 3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

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

5. Records Inspection

At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office of the Comptroller

General of the United States, and the State of California and the Auditor General of the State of California may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. Contractor hereby gives City, the Federal government, the General Accounting Office of the Comptroller General of the United States, and 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 Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and 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. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

7. Subcontracts and Procurement

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

Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of

any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. Labor

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

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

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

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

Contractor shall comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Civil Rights

Contractor 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public

Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender or disability against Contractor or any of its subcontractors being funded with Grant Funds, the Contractor will promptly forward a copy of the finding to the City.

10. Environmental

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

Contractor shall comply with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations; (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean

Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor will comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not undertake any project having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. 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 Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto (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 Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Contractor shall complete the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference.

14. 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. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Contractor 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.

15. Miscellaneous

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.). Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), Contractor shall not use Grant Funds in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M7100.1); Current edition of the Department of Homeland Security ("DHS") Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS/FEMA FY 2008 Competitive Training Grant Program Guidance and Application Kit.

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 developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the [National Criminal Intelligence Sharing Plan](#), the [Global Justice XML Data Model](#), and the Law Enforcement Information Sharing Plan (LEISP).

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to federal Assistance Programs.

2. Contractor agrees that any learning management, learning content, content management systems, browser or computer-based training produced or acquired by Contractor for the City pursuant to this Agreement shall be standards-based, meeting Section 508 accessibility requirements of the Rehabilitation Act Amendments of 1998, 29 U.S.C. 794(d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194). Such content and systems will also support content interoperability specifications and standards such as Sharable Content Object Reference Model (SCORM), and ensure compatibility with industry standard relational database management systems (such as Oracle, Microsoft SQL Server, and IBM DB2). The Contractor also agrees that any procurement of learning management, learning content management, or content management systems to be acquired pursuant to this Agreement will be commercial-off-the-shelf (COTS) or open source software (OSS). Contractor shall not procure proprietary systems, and functional customization of COTS products is discouraged. Contractor shall ensure that any data related to FEMA Training and Exercise Integration/Training Operations (“TEI/TO”) program development, training content, and training delivery, or evaluation maintained in such a system is provided to TEI/TO in interoperable formats in keeping with TEI/TO specifications.

3. Contractor shall use the DHS/FEMA seal and Design Standards when producing training course materials, aids, or other products funded through this Grant. Any use of the DHS/FEMA seal not addressed by these standards requires preauthorization and approval by the City and TEI/TO. Contractor shall submit to the City and TEI/TO for review and approval, all drafts of written documents developed under this Agreement and a hard copy of the final draft of the written document along with an electronic copy in Microsoft Word or PDF format. Contractor agrees that all publications created with funding under this Grant shall prominently contain the following statement: "This document was prepared under a cooperative agreement from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security." Contractor agrees that, when practicable, any equipment purchased with Grant funds shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
4. Contractor shall cooperate with any assessments, national evaluation efforts, information, or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities under this Agreement.
5. Any tuition or registration fees received by Contractor in connection with any training conducted during the Grant period with courses produced with Grant funding shall be considered program income and shall be immediately returned to the City to be used for purposes authorized under the Grant award and in accordance with Federal regulations.
6. Training curricula developed by Contractor under this Agreement must be consistent with the guidance of the National Preparedness Guidelines, National Incident Management System, National Response Framework, and the National Infrastructure Protection Plan. Contractor agrees to modify its training curricula in accordance with changes to these documents and any others, such as the Universal Task List (UTL) and the Target Capabilities List (TCL).
6. Contractor is responsible for complying with the online Responder Training Development Center guidelines for the design, development, delivery, and evaluation of each of its courses developed under this Agreement. Contractor agrees to administer Level 1 and Level 2 evaluation instruments to all course participants and report data to the City and TEI/TO quarterly and upon request. Contractor must also adhere to TEI/TO's established course review process, which requires a minimum of

three pilot deliveries and submission of the curriculum to a course review board.

7. Contractor is required to comply with the requirements of TEI/TO for scheduling courses and providing data on type and number of persons trained. Contractor must adhere to any changes in data reporting requirements as directed by the City and/or TEI/TO.
8. Contractor is required to submit to the City and TEI/TO hard and electronic copies of all training materials within thirty (30) days of receiving certification from TEI/TO. For electronic-based courses (browser, computer, and video-based training), this includes a master copy, all source codes, and supporting files and documents.
9. Travel Expenses

Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, and more fully set forth in the Travel Expenditure Plan (Exhibit H), to include travel and per diem, unless otherwise expressed. Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the City.

Contractor's travel and per diem reimbursement costs shall be reimbursed based on City policies and procedures. Contractor's reimbursement rates shall not exceed the amounts established by the United States General Services Administration (GSA) dated FY 2010 and as amended from time to time. GSA rates can be located at [www.gsa.gov](http://www.gsa.gov).

10. Noncompliance

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

#### §416. Federal, State and Local Taxes

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

#### §417. Inventions, Patents and Copyrights

##### A. Inventions and Patents

1. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy. Contractor agrees to consult with the City and TEI/TO regarding the allocation of any patent rights that may arise from, or are purchased with, these Grant funds. Contractor shall be responsible in obtaining from its subcontractors all data and rights therein necessary to fulfill Contractor's obligations to the City and the Grantor under the Grant and this Agreement. If a subcontractor refuses to accept terms affording the City and the Grantor such rights, Contractor shall promptly bring such refusal to the attention of the City and TEI/TO and not proceed with subcontract award without further authorization from the City and TEI/TO.

2. Right of City to Use Inventions

City shall have 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.

B. Copyright Policies

1. Copyright Ownership

Unless otherwise provided by the terms of the CTGP FY08 Grant or of this Agreement, when copyrightable material is developed under this Agreement ("Material"), the author or the City, at the City's discretion, may

copyright the Material. Before copywriting any Material, the Contractor shall obtain written permission from the City.

2. Rights of City in Copyrighted Materials

If the City declines to copyright the Material, the City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use for all government purposes, any Material developed under this Agreement.

3. Rights of Grantor in Copyrighted Materials

Pursuant to 28 CFR 66.34, 28 C.F.R. § 70.36 and 37 C.F.R. Part 401, the Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for all government purposes, any Material developed under this Agreement or any rights of copyright to which Contractor purchases ownership with Grant Funds.

C. Rights to Data

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

D. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance

A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:

1. Contractor shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1

and provide compensated and uncompensated days off and health benefits, as defined in the LWO.

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

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall

mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

#### §419 Equal Employment Practices

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for

employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

#### §420 False Claims Act

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

#### §421. Earned Income Tax Credit

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

#### §422. Equal Benefits Ordinance

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

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO.
- B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the City.
- C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due

under may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

#### §423. Contractor Responsibility Ordinance

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

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

#### §424. Slavery Disclosure Ordinance

This section is not applicable to this contract, and is intentionally left blank.

§425. 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.

§426. Child Support Assignment Orders

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

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

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

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

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

#### §427. Limitation of Expenditures

- A. The Contractor 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 City approved Budget Summary/Expenditure Plan and the provisions of this Agreement.
- C. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Contractor 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.

#### §428. Limitation of Corporate Acts

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

#### §429. Employment of Key Personnel

All Contractor's grant funded positions are considered essential to the work being performed under this Agreement. Upon terminating or diverting any personnel to other programs, Contractor shall notify the City in sufficient detail to permit the City to evaluate the impact on the program from such changes in personnel and the plan for replacement. All staff for this program must be identified on the Budget/Expenditure Plan, incorporated by reference. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Contractor warrants that it shall replace all key personnel with equally or better qualified staff.

#### §430. Contractor Personnel

- A. The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor Center is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel, that meet applicable

Center certification requirements, and in compliance with any requirements identified in City Directives.

- B. The Contractor 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 Contractor 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, Contractor shall use its own employees to perform the services described in this Contract. The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor agrees to remove personnel from performing work under this Contract if requested to do so by the City.

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

#### §431. Cost-Plus-a-Percentage-of-Cost-Subcontracting

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

#### §432. Funding Reduction

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

#### §433. Press Releases-Public Information

The Contractor shall make specific reference to the City of Los Angeles as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative

Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. The Contractor 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. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

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

Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

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

#### §435. Prohibition of Legal Proceedings

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

#### §436. This Section is Not Applicable to this Agreement

#### §437. Notice to City of Labor Disputes

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

#### §438. Technical Assistance

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

#### §439. Maintenance of Effort

Contractor shall abide by the stipulations in the Maintenance of Effort provision of 29 USC Section 1551 and Section 1553 and any implementing regulations.

#### §440. 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.

#### §441. 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.

#### §442. City Evaluation of Contractor's Performance

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

#### §443. 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.

#### §444. Procurement Procedures for Subcontracts

A. Methods of Procurement: Contractor shall use one of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with Subcontractors. Contractors shall conduct procurements in a manner which provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 28 CFR §66.36, Los Angeles City Charter §§ 371-372, Office of Management and Budget Circular A-110, incorporated herein by reference.

Prior to entering into any subcontract, the Contractor shall submit to the City evidence that it has received the required quotes/bids as described below in subsections 1 and 2 and justification for selection of the successful bidder or documentation to support the fact of the sole source supplier. Records shall be maintained by the Contractor showing the parties solicited and the bids submitted.

1. Small Purchase Procedures. Small purchases are made from vendors for goods or services under \$100,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The requirements are:

Dollar Range of Purchase	Contacts and Method
\$0 to \$5,000	3 documented quotes**
\$5,000 to \$100,000	3 written quotes**

\*\*Unless sole source justification exists.

For the 3 documented quotes, the documentation requires telephone contact with the vendors to obtain quotes for requested services. A Request for Quote (Quote) is required for all small purchases. The Quote indicates the quantity, time frames and all other requirements of the product or service sought. Quotes must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

For 3 written quotes, the Quote must either be provided in writing to the vendors or transmitted as uniformly as possible over the telephone. To be considered, the response must be signed and dated by the vendor.

2. Purchases/Services Over \$100,000

- a. Sealed Bids - Formal Advertising. Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document which includes full and clear definitions and descriptions of the items to be procured and key performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price) or other fixed-price arrangement.
- b. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible bidder whose proposals are most advantageous to the program with price, technical, and other factors considered.
- c. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement the criteria here must be met. Sole source contracts shall be procurement through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

- 1) The item or service is available only from a single source; or
- 2) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
- 3) The awarding agency authorizes noncompetitive proposals; or
- 4) After solicitation of a number of sources, competition is determined inadequate; or

3. Cost or Price Analysis.

- a. Contractor shall establish standards for the performance of cost or price analysis.
- b. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
  - 1) A cost analysis is necessary when the bidder is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid the bidder shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
  - 2) Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
  - 3) Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
  - 4) If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
  - 5) Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to insure that they are in line with the services to be performed.
- c. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices

received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square feet, dollars per placement); iv) comparison with competitive published price lists and published market prices, and v) comparison with agency's independently developed cost estimates.

- 1) The following cost analysis steps shall be used 1) verify cost or pricing data and evaluate cost elements; 2) evaluate the effect of the bidder's current practices on future costs; 3) compare proposed costs for individual cost elements; 4) verify that bidder's cost submissions are in accordance with cost principles (allowable/allocable), and 5) review to determine that all necessary cost or pricing data have been submitted.

B. Contract Provisions. All contracts must contain at a minimum the following provisions.

1. Specific deliverables and the basis for payment;
2. Provisions requiring compliance with all Grant requirements;
3. Provisions which describe remedies for breach;
4. Provisions which describe applicable Grant patent and copyright rules;
5. Provisions for termination for cause and convenience;
6. Access to records for audit purposes;
7. Audit requirements;
8. Provisions for payment and delivery;
9. Provisions describing contract amendment procedures;
10. Provisions against assignment;
11. Provisions for equal opportunity and non-discrimination;
12. Provisions prohibiting conflicts of interest.

§445. Purchase Or Lease Of Equipment

Prior to the purchase or lease of equipment, the Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term equipment as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment.

Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property, real and personal, purchased under this Agreement with funds provided in this Agreement shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with funds from this Agreement and deliver a copy of the filing to the City.

The property shall be used and maintained by the Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to,

computer hardware and software and vehicles require prior City written approval.

Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Equipment Records:

Nonexpendable personal property (equipment) acquired pursuant to this Agreement shall be properly maintained and accounted for as set forth below:

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§446. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable 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.

**§447. 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 Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, fails to meet the Performance Standards, fails to start up the program on time, fails to provide services according to plan and/or to benefit customers and the provisions of the Agreement, fails to maintain expenditures at an approved rate in the Budget Summary/Expenditure/Work Plan fails to resolve performance problems in a timely manner, fails to demonstrate the capabilities to solve identified problems within a specific time, fails to provide necessary fiscal or Management Information Services (MIS) documents to City in a timely manner, fails to maintain agreed cost per placement or fails to utilize City funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit A (Insurance Requirement Form) and is subject to prior City approval;
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. Require Contractor to secure at its own expense the services of Independent Experts;
- F. Require specific performance progress reports for identified time periods;
- G. Reduce compensation within the scope of the City's reallocation policy; and
- H. Suspend operations in accordance with §503 below of this Agreement.

#### §502. Notice To Correct Performance

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

#### §503. Suspension Of The Agreement

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

#### §504. Termination Of Agreement

##### A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this Contract. All finished and

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

#### B. Termination for Breach of Contract

1. Except for excusable delays as provided in §404, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Contract due to Contractor's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.

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

VI.  
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Amendments

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

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

§603. Waivers

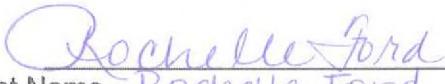
Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

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

§604. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes sixty (60) pages and nine (9) Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM: CARMEN TRUTANICH, City Attorney  By  Deputy City Attorney  Date <u>2/3/11</u>	Executed this <u>2</u> day of <u>February</u> , 2011  For: THE CITY OF LOS ANGELES  Charlie Beck Chief of Police Los Angeles Police Department  
ATTEST:  JUNE LAGMAY, City Clerk  By  Deputy City Clerk  Date <u>2/7/11</u>	
(Contractor's Corporate Seal or Notary)	For: National Consortium for Advanced Policing  By  Print Name <u>Gilbert Minor</u> Officer Title <u>ED</u>  Date <u>1-30-11</u>
	ATTEST:  By  Print Name <u>Rochelle Ford</u> Officer Title <u>Secretary</u>  Date <u>1-30-11</u>

City Business License Number: 00024658470001-6  
Internal Revenue Service ID Number: 270621459  
Council File/OARS File Number: 09-7448 Date of Approval 6-2-2010  
City Contract Number C-118499

Exhibit A      Indemnification and Insurance Requirements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/20/2011

PRODUCER  
LORAE DIANE MARKLEY - Lorae Markley (714) 430-0035  
Shorepoint Insurance Services  
1120 BRISTOL STREET  
COSTA MESA, CA 92626

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
National Consortium for Advanced Policing ( Usha Sutliff (626) 872-6611 )  
10537 Santa Monica Blvd  
Los Angeles CA 90025  
\* See Addendum A for Additional Insured

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERSSES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK669547	01/13/2011	01/13/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured according to wording included in policy form.

## CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments  
200 North Main Street, City Hall East, Suite 1240, Los Angeles, CA 90012

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LORAE DIANE MARKLEY

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## Addendum A

### Producer Information

LORAE DIANE MARKLEY - Lorae Markley (714) 430-0035  
Shorepoint Insurance Services  
1120 BRISTOL STREET  
COSTA MESA, CA 92626

### Insured Information

National Consortium for Advanced Policing ( Usha Sutliff  
(626) 872-6611 )  
10537 Santa Monica Blvd  
Los Angeles CA 90025  
\* See Addendum A for Additional Insured

### Named Additional Insured and Additional Information

100 West First Street, 10th Floor

Los Angeles Police Department

Los Angeles, CA 90012

**City of Los Angeles**  
**Request for Waiver**  
**Workers' Compensation Insurance Requirement**

**Business**

Legal Name: National Consortium for Advanced Policing

Address: 10537 Santa Monica Blvd, Third Floor  
Los Angeles, CA 90025

Legal Form  Sole Proprietor  Limited Partnership  General Partnership  Corporation  
 Business Trust  Limited Liability Company  Other: \_\_\_\_\_

Contact Person (Name and Telephone): Mr. Gregg Littler, 310.474.4007

**City Reference**

City Agency LAPD Contact Name/Telephone Lorean Sod Hoa / 213.486.0395

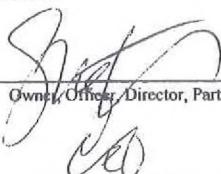
Document Reference: \_\_\_\_\_ Any work performed on City Premises?  Yes  No  
(bid, contract, job no., location, etc.)

Nature of work to be performed for City: Law enforcement training (non-tactical)

**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Los Angeles harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

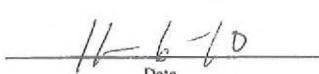
**Signature**



Owner, Officer, Director, Partnership or other Principal

Title

**Risk Management Approval:**



Date

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

B

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

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

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

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

---

AGREEMENT NUMBER

NCA P  
CONTRACTOR/BORROWER/AGENCY

John Smith 106  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

John Smith  
SIGNATURE

11-6-10  
DATE

Exhibit C      Certification Regarding Lobbying

C

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

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

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

---

AGREEMENT NUMBER

NCAP

---

CONTRACTOR/BORROWER/AGENCY

---

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

John Doe  
SIGNATURE

CEO  
DATE  
1/6/10

Exhibit D      Certification Regarding Drug Free Workplace Requirements

D

**CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS**

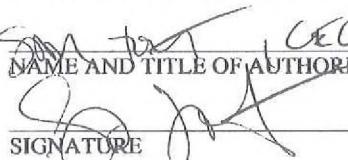
The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor'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 Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten 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 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 \_\_\_\_\_

NCAP  
CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 DATE  
11-6-00

SIGNATURE

Exhibit E      City Ethics Commission (CEC) 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: National Consortium for Advanced Policing	
Address: 10537 Santa Monica Blvd. · Los Angeles, CA · 90025	
Email: ggittler@gbaw.net	
Phone: 310.474.4607	

### 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: 11-10-10

Signature:

Name:

Title:

Exhibit F      EBO Forms

F

**COMPLIANCE**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 600 South Spring Street, Suite 1300, Los Angeles, CA 90014  
 Phone: (213) 847-6480 - Fax: (213) 847-5566

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: LAPD Contact/Phone: Lorean Soto 213.486.0395

**SECTION 1. CONTACT INFORMATION**

Company Name: National Consortium for Advanced Pricing

Company Address: 10537 Santa Monica Blvd, Third Floor

City: Los Angeles State: CA Zip: 90028

Contact Person: Gregg Bittner Phone: 310.474.4007 Fax: 310.474.4487

I am a one-person contractor, and I have no employees.  Yes  No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation?  Yes  No  
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	<b>BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS</b>	<b>This Benefit is Not Offered to Employees</b>	<b>This Benefit is Available to Employees</b>	<b>Available/Applicable to Spouses of Employees</b>	<b>Available/Applicable to Domestic Partners of Employees</b>
1	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<b>Pension/401(k) Plans</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<b>Bereavement Leave</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<b>Family Leave</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<b>Parental Leave</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<b>Employee Assistance Program</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<b>Relocation &amp; Travel</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	<b>Company Discount, Facilities &amp; Events</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	<b>Credit Union</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	<b>Child Care</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	<b>Other:</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	<b>Other:</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 6th day of November, in the year 2010, at 713 Adams CA  
(City) (State)

Signature

Name of Signatory (please print)

Title

10537 Santa Monica Blvd.

Mailing Address

Los Angeles, CA 90225

27-0621459

Federal ID Number

Exhibit G      Notice to Employees Working on City Contracts RE: Living Wage  
Ordinance and Prohibition against Retaliation

# CITY OF LOS ANGELES

CALIFORNIA



ANTONIO VILLARAIGOSA  
MAYOR

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

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

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

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

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

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

Exhibit H      Travel Estimate

**LAPD Policing Convergent Threats Program - Travel Estimate  
Exhibit H**

Exhibit I      Schedule of Milestones and Payments

**Exhibit J: Schedule of Milestones and Payments for NCAP**

Task	Purpose	Milestones	Task Budget
Planning, Preparation and Set-Up	* To design curriculum and achieve FEMA certification of the curriculum	<p><u>Legend:</u></p> <p><b>Milestone</b>  <b>Name of Report</b>          (Amount)          [Budget Category]  <b>Activities</b>          ✓ Report Components</p> <p><b>MONTH ONE</b></p> <p><b>Progress Report 1</b>  <i>Date: Last Friday of Month One</i>          (Total Amount: \$382,768.26)</p> <p><u>Milestone</u>  <b>Intelligence Unit Commanders Group Report</b>          (\$26,748.33)          [Project Staffing]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Canvas select members of IUCG regarding course goals and course content in preparation for needs assessment/focus group</li> <li>✓ Identify needed capabilities</li> </ul> <p>Average Labor Rate \$56.25          Hours 475.75</p> <p><u>Milestone</u>  <b>POST Report</b>          (\$24,435.01)          [Project Staffing]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Meet with members of LAPD Training and Education regarding course needs for POST certification</li> <li>✓ Review specific requirements with POST officials</li> <li>✓ Review POST guidelines with FEMA to ensure compatible format</li> <li>✓ Prepare report on steps involved and requirements</li> </ul> <p>Average Labor Rate \$56.25          Hours 434.5</p> <p><u>Milestone</u>  <b>Outreach Report</b>          (\$15,000.09)          [Operational Support]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Consortium partner outreach</li> <li>✓ Student/law enforcement outreach</li> </ul>	\$1,566,879.48

	<ul style="list-style-type: none"> <li>✓ Development of Web resources/pages in support of outreach efforts – external site</li> <li>✓ Development of Web resources/pages that can support outreach effort – Moodle</li> </ul> <p>Average Labor Rate \$56.25 Hours 267.67</p> <p><b>Monthly Operations/Activities</b> (\$29,801.04) <i>*Hereinafter summarized as "Monthly Operations/Activities"</i></p> <p>Activities including, but not limited to:</p> <p><u>Logistics Coordination</u> [Operational Support]</p> <ul style="list-style-type: none"> <li>✓ Correspondence</li> <li>✓ Airplane reservations</li> <li>✓ Hotel reservation</li> <li>✓ Meeting room rental</li> <li>✓ Ground transportation reservations</li> <li>✓ Shipping and receiving</li> <li>✓ Student Materials Preparation</li> </ul> <p><u>Monthly Fiscal Support</u> [Operational Support]</p> <ul style="list-style-type: none"> <li>✓ Expenditures</li> <li>✓ Accounts payable and receivable processing</li> <li>✓ Expected future transactions</li> <li>✓ Project account reconciliation</li> <li>✓ Budget analysis and NCAP fiscal report preparation</li> </ul> <p><u>Monthly IT Support</u> [Program Web Development]</p> <ul style="list-style-type: none"> <li>✓ Database management</li> <li>✓ System upgrade</li> <li>✓ System update (content)</li> <li>✓ E-mail maintenance</li> <li>✓ Web registration maintenance</li> </ul> <p><u>Monthly Office Expenses</u> [Supplies and Operating Expenses]</p> <ul style="list-style-type: none"> <li>✓ General Office Supplies(\$400.00)</li> <li>✓ Copier Lease(\$18.33/month)</li> <li>✓ E-mail/Web hosting(\$100)</li> <li>✓ Telephone(\$100)</li> <li>✓ Internet(\$150)</li> </ul> <p><u>Milestone</u> <b>Needs Assessment Report</b> (\$43,941.70) <i>FEMA-Required Milestone</i> [Project Staffing] <u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Conduct needs assessment/focus group</li> </ul>	
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	<ul style="list-style-type: none"> <li>✓ Determine course goals</li> <li>✓ Identify gaps between learners' current and needed capabilities</li> <li>✓ Identify methods and topics of instruction to bridge those gaps</li> <li>✓ Report on needs assessment findings</li> </ul> <p>Average Labor Rate \$56.25 Hours 781.25</p> <p><b>Milestone</b>  <b>Naval Postgraduate School Report</b>          (\$15,000.85)          [Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Meet with NPS representative(s) to determine potential resources for NCAP students</li> <li>✓ Solicit input on direction of curriculum/potential topics</li> <li>✓ Solicit input on instructor/curriculum development resources</li> </ul> <p>Average Labor Rate \$56.25 Hours 366.75</p> <p><b>Milestone</b>  <b>U.S. Department of Justice Report</b>          (\$15,000.75)          [Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Conduct meeting with DOJ representative(s) regarding potential NCAP student and faculty resources, particularly those related to Community-Oriented Policing</li> <li>✓ Review recommended DOJ materials</li> <li>✓ Identify potential instructor/curriculum development resources</li> <li>✓ Prepare and present report on DOJ input into NCAP curriculum</li> </ul> <p>Average Labor Rate \$56.25 Hours 266.75</p> <p><b>Travel (\$18,284)</b>          [Travel Costs]</p> <ul style="list-style-type: none"> <li>✓ Curriculum Development Travel 14 Trips at \$1,306 per trip</li> </ul> <p><b>Milestone</b>  <b>Comprehensive Program Plan - Draft</b>          (\$40,368.12)          [Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Draft Program Timeline</li> <li>✓ Overview of program objectives</li> <li>✓ Description of training concept/goals</li> <li>✓ Identification of target audiences</li> <li>✓ Overview of program phases</li> </ul>	
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	<ul style="list-style-type: none"> <li>✓ Identification of needed resources</li> <li>✓ PowerPoint Presentation for briefings</li> </ul> <p>Average Labor Rate \$56.25 Hours 717.75</p> <p><b>Milestone</b>  <b>Proposed Moodle Design</b>          (\$89,951.48)          [Program Web Development]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Features/functionality overview</li> <li>✓ Student registration process</li> <li>✓ Security protocols</li> <li>✓ Proposed Content</li> <li>✓ Proposed Website architecture</li> <li>✓ Moodle overview</li> </ul> <p>Average Labor Rate \$56.25 Hours 1600</p> <p><b>Milestone</b>  <b>Financial Report</b>          (\$12,263.54)  <i>FEMA-Required Milestone</i>          [Project Staffing]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><b>Milestone</b>  <b>Comprehensive Program Plan - Final</b>          (\$16,176.60)          [Project Staffing]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Final Program Timeline</li> <li>✓ Final description of target audiences</li> <li>✓ Finalization of program phases and descriptions of each</li> <li>✓ Final list of needed resources</li> <li>✓ Final list of training/Consortium partners</li> <li>✓ Solidification of program objectives</li> </ul> <p>Average Labor Rate \$56.25 Hours 287.5</p> <p><b>Milestone</b>  <b>Planning and Analysis Report</b>          (\$45,730.43)  <i>FEMA-Required Milestone</i>          [Project Support]  <b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Report on results of planning and analysis phase</li> <li>✓ Project scope</li> <li>✓ Resources</li> <li>✓ Project schedule</li> </ul>	
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	<ul style="list-style-type: none"> <li>✓ Learner analysis/target population</li> <li>✓ Environmental analysis</li> <li>✓ Job/task analysis</li> <li>✓ Content analysis</li> <li>✓ Learning analysis</li> <li>✓ Media analysis</li> </ul> <p>Average Labor Rate \$56.25 Hours 813</p> <p><b><u>MONTH TWO</u></b></p> <p><b>Progress Report 2</b>  <i>Date: Last Friday of Month One</i>    (Total Amount: \$201,826.59)</p> <p><b>Milestone</b>  <b>Software Development and Acquisition</b>    (\$21,959)    [Supplies and Operating Expenses]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Acquisition, installation and testing of project software</li> <li>✓ Moodle Joule 1.0 Platform</li> <li>✓ Moodle standard reports</li> <li>✓ First-year implementation and transition services</li> <li>✓ First-year training for administrators</li> <li>✓ In-program help</li> <li>✓ mPower Block</li> <li>✓ Security updates, patches and bug fixes</li> <li>✓ System maintenance</li> <li>✓ Technical operations support</li> <li>✓ Additional storage</li> <li>✓ Additional Moodle training courses</li> </ul> <p><b>Milestone</b></p> <p><b>Outreach Report</b>    (\$20,000.12)    [Operational Support]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Consortium partner outreach</li> <li>✓ Public/student/law enforcement outreach</li> <li>✓ Development of Web resources/pages in support of outreach efforts – external site</li> <li>✓ Development of Web resources/pages that can support outreach effort – Moodle</li> </ul> <p>Average Labor Rate \$56.25 Hours 355.56</p> <p>Monthly Operations/Activities (\$39,734.72)    *Activities summarized in Month One</p> <p><b>Milestone</b>  <b>Instructor List – Draft</b>    (\$21,604.18)    [Curriculum Design and Training]</p>	
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	<p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Draft instructor list</li> <li>✓ CVs</li> </ul> <p>Average Labor Rate \$56.25 Hours 384.25</p> <p><u>Milestone</u>  <b>Submit Course Design Documents</b>          (\$45,730.43)  <i>FEMA-Required Milestone</i>          [Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Course design documents to FEMA</li> <li>✓ Course title</li> <li>✓ Learning objectives</li> <li>✓ Target Audience</li> <li>✓ Course overview</li> <li>✓ Course structure/framework</li> <li>✓ Detailed course content outline</li> <li>✓ Course design strategies</li> <li>✓ Instructional strategies</li> <li>✓ Assessment/Evaluation strategy</li> <li>✓ Determine Look and Feel (NTED Style Guide)</li> <li>✓ Document technical functionality</li> </ul> <p>Average Labor Rate \$56.25 Hours 813</p> <p><u>Milestone</u>  <b>Financial Report</b>          (\$12,263.54)  <i>FEMA-Required Milestone</i>          [Project Staffing]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><u>Milestone</u>  <b>Progress Report</b>          (\$18,563.75)  <i>FEMA-Required Milestone</i>          [Project Staffing]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Status of meeting program objectives, timelines and milestones</li> <li>✓ Status of development of course</li> <li>✓ Formatting for GMS</li> </ul> <p>Average Labor Rate \$56.25 Hours 330</p> <p><u>Milestone</u>  <b>Training Venue Report – Draft</b>          (\$21,970.85)          [Project Staffing]</p>	
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	<p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Identification of potential training venues for LAPD to choose from</li> <li>✓ Overview of venue locations, classroom capacities, audio/video/Web infrastructure</li> <li>✓ At least two choices in each of the five geographic regions</li> <li>✓ Hotel Pricing</li> <li>✓ Hotel Evaluation</li> <li>✓ Audio Visual Requirements</li> </ul> <p>Average Labor Rate \$56.25 Hours 390.75</p> <p><b><u>MONTH THREE</u></b></p> <p><b><u>Progress Report 3</u></b>  <i>Date: Last Friday of Month One</i>    (Total Amount: \$225,340.99)</p> <p><u>Milestone</u>  <b>Prototype Materials Delivery</b>    (\$45,730.43)  <i>FEMA-Required Milestone</i>    [Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Final prototype materials</li> </ul> <p>Average Labor Rate \$56.25 Hours 813</p> <p><u>Milestone</u>  <b>Outreach Report</b>    (\$15,000.09)    [Operational Support]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Consortium partner outreach</li> <li>✓ Public/student/law enforcement outreach</li> <li>✓ Development of Web resources/pages in support of outreach efforts – external site</li> <li>✓ Development of Web resources/pages that can support outreach effort – Moodle</li> </ul> <p>Average Labor Rate \$56.25 Hours 266.66</p> <p>Monthly Operations/Activities (\$29,801.04)    * Activities summarized in Month One</p> <p><u>Milestone</u>  <b>Financial Report</b>    (\$12,263.54)  <i>FEMA-Required Milestone</i>    [Project Staffing]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p>	
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	<p><b>Travel</b> (\$18,284) [Travel Costs] ✓ Pilot Programs Travel 14 trips at \$1,306 per trip</p> <p><b>Milestone</b> <b>Instructor List - Final</b> (\$21,604.19) [Curriculum Design and Training] <b>Activities</b> ✓ Final, approved instructor list Average Labor Rate \$56.25 Hours 384.25</p> <p><b>Milestone</b> <b>Student Recruitment Materials</b> (\$14,956.42) [Curriculum Design and Training] <b>Activities</b> ✓ Create documents for external distribution ✓ Student recruitment document detailing course and registration process ✓ General information document to be used for media/public inquiries about program Average Labor Rate \$56.25 Hours 267</p> <p><b>Milestone</b> <b>Training Venue Report – Final</b> (\$21,970.85) [Project Staffing] <b>Activities</b> ✓ Report on final training venues, including participating law enforcement agencies ✓ One venue in each of five regions ✓ Identify locations ✓ Ensure venue capacity and audio/video/Web capabilities ✓ Detail local security/resources ✓ Develop maps ✓ Confirm hotel and other logistics Average Labor Rate \$56.25 Hours 390.75</p> <p><b>Milestone</b> <b>Course/Course Materials – Draft</b> (\$45,730.43) <i>FEMA-Required Milestone</i> [Curriculum Design and Training] <b>Activities</b> ✓ Draft course materials Average Labor Rate \$56.25 Hours 813</p>	
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	<p><b><u>MONTH FOUR</u></b></p> <p><b>Progress Report 4</b>  <i>Date: Last Friday of Month One</i>  (Total Amount: \$256,615.39)</p> <p><b>Milestone</b>  <b>Outreach/Student Support Report</b>  (\$20,000.12)  [Operational Support]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Student call report</li> <li>✓ Student Outreach – Student Procurement Report</li> <li>✓ Web and/or class registration confirmation report</li> <li>✓ Coordination report</li> <li>✓ Student calendar maintenance</li> </ul> <p>Average Labor Rate \$56.25  Hours 355.56</p> <p>Monthly Operations/Activities (\$39,734.72)  * Activities Summarized in Month One</p> <p><b>Milestone</b>  <b>Financial Report</b>  (\$12,263.54)  <i>FEMA-Required Milestone</i>  [Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25  Hours 218</p> <p><b>Milestone</b>  <b>Progress Report</b>  (\$18,563.75)  <i>FEMA-Required Milestone</i>  [Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Status of meeting program objectives, timelines and milestones</li> <li>✓ Status of development of course</li> <li>✓ Formatting for GMS</li> </ul> <p>Average Labor Rate \$56.25  Hours 330</p> <p><b>Milestone</b>  <b>Course/Course Materials - Final</b>  (\$45,730.43)  <i>FEMA-Required Milestone</i>  [Curriculum Design and Training]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Final course materials</li> </ul> <p>Average Labor Rate \$56.25</p>	
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	<p>Hours 813</p> <p><u>Milestone</u></p> <p><b>Pilot Program One – Internal</b> (\$45,730.43)</p> <p><i>FEMA-Required Milestone</i></p> <p>[Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Conduct pilot one evaluation</li> <li>✓ Provide instructors</li> <li>✓ Provide student materials</li> <li>✓ Provide logistical coordination and scheduling support</li> </ul> <p>Average Labor Rate \$56.25</p> <p>Hours 813</p> <p><u>Milestone</u></p> <p><b>Course Revision</b> (\$5,856.53)</p> <p><i>FEMA-Required Milestone</i></p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Revise course based on feedback from Pilot One</li> </ul> <p>Average Labor Rate \$56.25</p> <p>Hours 104.25</p> <p><u>Milestone</u></p> <p><b>Outreach/Student Support Report</b> (\$5,000.03)</p> <p>[Operational Support]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Student call report</li> <li>✓ Student Outreach – Student Procurement Report</li> <li>✓ Web and/or class registration confirmation report</li> <li>✓ Coordination report</li> <li>✓ Student calendar maintenance</li> </ul> <p>Average Labor Rate \$56.25</p> <p>Hours 89</p> <p>Monthly Operations/Activities (\$9,933.68)</p> <p><u>Milestone</u></p> <p><b>Pilot Program Two – SME</b> (\$45,730.43)</p> <p><i>FEMA-Required Milestone</i></p> <p>[Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Conduct pilot two evaluation</li> <li>✓ Determine effectiveness of changes from Pilot One</li> <li>✓ Provide instructors</li> <li>✓ Provide student materials</li> <li>✓ Provide logistical coordination and scheduling support</li> <li>✓ Identify any problems experienced by learners</li> </ul>	
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	<p>Average Labor Rate \$56.25 Hours 813</p> <p><b>Milestone</b> <b>Intelligence Unit Commanders Group Review</b> (\$17,148.91)</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Select members of MCC's IUCG review curriculum</li> <li>✓ Translate feedback into curriculum changes</li> </ul> <p>Average Labor Rate \$56.25 Hours 305</p> <p><b>Milestone</b> <b>Course Revision</b> (\$5,856.53)</p> <p><i>FEMA-Required Milestone</i></p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Revise course based on feedback from Pilot Two and IUCG Review</li> </ul> <p>Average Labor Rate \$56.25 Hours 104.25</p> <p><b><u>MONTH FIVE</u></b></p> <p><b>Progress Report 5</b> Date: Last Friday of Month One (Total Amount: \$490,394.59)</p> <p><b>Milestone</b> <b>Financial Report</b> (\$12,263.54)</p> <p><i>FEMA-Required Milestone</i></p> <p>[Project Staffing]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><b>Milestone</b> <b>Outreach/Student Support Report</b> (\$20,000.12)</p> <p>[Operational Support]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Student call report</li> <li>✓ Student Outreach – Student Procurement Report</li> <li>✓ Web and/or class registration confirmation report</li> <li>✓ Coordination report</li> <li>✓ Student calendar maintenance</li> </ul> <p>Average Labor Rate \$56.25 Hours 355.56</p> <p>Monthly Operations/Activities (\$39,735.72)</p>	
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	<p><u>Milestone</u>  <b>Pilot Program Three – Final</b>          (\$45,730.43)  <i>FEMA-Required Milestone</i>  [Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Conduct pilot three evaluation</li> <li>✓ Provide instructors</li> <li>✓ Provide student materials</li> <li>✓ Provide logistical coordination and scheduling support</li> <li>✓ Determine whether changes from Pilot Two were effective</li> <li>✓ Identify any remaining changes to be made to the course</li> </ul> <p>Average Labor Rate \$56.25  Hours 813</p> <p><u>Milestone</u>  <b>DHS I&amp;A Review (\$17,148.91)</b>  <u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Solicitation of review and comment by DHS I&amp;A representative(s)</li> <li>✓ Translate feedback into curriculum changes</li> </ul> <p>Average Labor Rate \$56.25  Hours 305</p> <p><u>Milestone</u>  <b>Course Revision</b>          (\$5,856.53)  <i>FEMA-Required Milestone</i>  <u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Revise course based on feedback from Pilot Three and DHS I&amp;A Review</li> </ul> <p>Average Labor Rate \$56.25  Hours 104.25</p> <p><u>Milestone</u>  <b>Final Desk/Course Review</b>          (\$45,730.43)  <i>FEMA-Required Milestone</i>  [Curriculum Design and Training]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Submit materials for Final Review/Full Desk Review</li> <li>✓ Participate in Final Review</li> <li>✓ Travel to Washington, D.C., if required</li> </ul> <p>Average Labor Rate \$56.25  Hours 813</p> <p><u>Milestone</u>  <b>Course Revision</b>          (\$5,856.53)  <i>FEMA-Required Milestone</i>  <u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Revise course based on feedback from</li> </ul>	
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		<p>Desk/Course Review Average Labor Rate \$56.25 Hours 104.25</p> <p><b>Instructor Travel</b> (\$165,862) [Travel Costs] ✓ Instructor Travel for Delivery 127 Trips at \$1,306 per trip</p> <p><b>Milestone</b> <b>FEMA Course Certification</b> (\$11,432.61) <i>FEMA-Required Milestone</i> <b>Activities</b> ✓ Delivery of final curricula ✓ Delivery of final course materials ✓ Delivery of final assessment/evaluation materials Average Labor Rate \$56.25 Hours 203.25</p> <p><b>Milestone</b> <b>Moodle - Final</b> (\$89,951.48) [Program Web Development] <b>Activities</b> ✓ Delivery of final Moodle Website Average Labor Rate \$56.25 Hours 1600</p> <p><b>Milestone</b> <b>Financial Report</b> (\$12,263.54) <i>FEMA-Required Milestone</i> [Project Staffing] <b>Activities</b> ✓ Fiscal summary ✓ Projected fiscal activities Average Labor Rate \$56.25 Hours 218</p> <p><b>Milestone</b> <b>Progress Report</b> (\$18,563.75) <i>FEMA-Required Milestone</i> [Project Staffing] <b>Activities</b> ✓ Status of meeting program objectives, timelines and milestones ✓ Status of development of course ✓ Formatting for GMS Average Labor Rate \$56.25 Hours 330</p>	
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<b>Execution of Instructional Program</b>	* To execute training program	<p><b>MONTH SIX</b></p> <p><b>Progress Report 6</b>  <i>Date: Last Friday of Month One</i>  <i>(Total Amount: \$226,830.54)</i></p> <p><b>Milestone</b>  <b>Hard Copies of Course Materials</b>  (\$54,495.86)  [Curriculum Design and Training]</p> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>✓ Make copies of course materials for in-class students</li> </ul> <p>Monthly Operations/Activities (\$147,801.57)</p> <p><i>*Hereinafter summarized as "Monthly Operations/Activities"</i></p> <p>Activities including, but not limited to:</p> <p><b>Student Materials</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Develop/produce supplemental handout materials for students</li> </ul> <p><b>Online Resources</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Identify and post student resources online</li> </ul> <p><b>Instructor Materials Report</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Format and submit instructors' PowerPoint presentations</li> </ul> <p><b>Training Planning</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Plan for in-class training sessions</li> </ul> <p><b>Training Delivery</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Deliver in-class training sessions</li> </ul> <p><b>Online Training Delivery</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Deliver online training (continuous)</li> </ul> <p><b>SME Exchanges</b>  [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Provide SMEs to have online exchanges with students</li> </ul> <p><b>Instruction Facilitation (\$1,500)</b>  [Curriculum Design and Training]</p>	\$772,331.52

	<ul style="list-style-type: none"> <li>✓ Facilitate in-class and online instruction</li> </ul> <p><u>Class Report</u> [Curriculum Design and Training]</p> <ul style="list-style-type: none"> <li>✓ Submit report of student attendance/instructor performance</li> </ul> <p><u>Outreach/Student Support Report</u> [Operational Support]</p> <ul style="list-style-type: none"> <li>✓ Student call report</li> <li>✓ Student Outreach – Student Procurement Report</li> <li>✓ Web and/or class registration confirmation report</li> <li>✓ Coordination report</li> <li>✓ Student calendar maintenance</li> </ul> <p><u>Logistics Coordination</u> [Operational Support]</p> <ul style="list-style-type: none"> <li>✓ Airplane reservations</li> <li>✓ Hotel reservation</li> <li>✓ Meeting room rental</li> <li>✓ Ground transportation reservations</li> <li>✓ Shipping and receiving</li> <li>✓ Student Materials Preparation</li> </ul> <p><u>Monthly Fiscal Support</u> [Operational Support]</p> <ul style="list-style-type: none"> <li>✓ Expenditures</li> <li>✓ Accounts payable and receivable processing</li> <li>✓ Expected future transactions</li> <li>✓ Project account reconciliation</li> <li>✓ Budget analysis and NCAP fiscal report preparation</li> </ul> <p><u>Monthly IT Support</u> [Program Web Development]</p> <ul style="list-style-type: none"> <li>✓ Database management</li> <li>✓ System upgrade</li> <li>✓ System update (content)</li> <li>✓ E-mail maintenance</li> <li>✓ Web registration maintenance</li> </ul> <p><u>Monthly Office Expenses</u> [Supplies and Operating Expenses]</p> <ul style="list-style-type: none"> <li>✓ General Office Supplies</li> <li>✓ Copier Lease</li> <li>✓ E-mail/Web hosting</li> <li>✓ Telephone</li> <li>✓ Internet</li> </ul> <p><u>Milestone</u> <b>POST Report – Draft</b> (\$12,269.57) [Project Staffing] Activities</p>	
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	<ul style="list-style-type: none"> <li>✓ Draft POST materials</li> <li>✓ Course Breakdown in POST format</li> <li>✓ Instructor CVs in POST format</li> <li>✓ Monitoring of certification process</li> <li>✓ Report on POST certification process, additional required milestones and timeline</li> </ul> <p>Average Labor Rate \$56.25 Hours 218.25</p> <p><u>Milestone</u>  <b>Financial Report</b>          (\$12,263.54)  <i>FEMA-Required Milestone</i>  [Project Staffing]  <u>Activities</u>  <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><b><u>MONTH SEVEN</u></b></p> <p><b>Progress Report 7</b>  <i>Date: Last Friday of Month One</i>          (Total Amount: \$240,165.62)</p> <p><u>Milestone</u>  <b>POST Report – Final</b>          (\$12,269.57)  [Project Staffing]  <u>Activities</u>  <ul style="list-style-type: none"> <li>✓ Final POST materials</li> <li>✓ Tracking of the process to completion</li> <li>✓ Follow-up with student regarding certification</li> </ul> <p>Average Labor Rate \$56.25 Hours 218.25</p> <p>Monthly Operations/Activities (\$197,068.76)  * Activities Summarized in Month Six</p> <p><u>Milestone</u>  <b>Financial Report</b>          (\$12,263.54)  <i>FEMA-Required Milestone</i>  [Project Staffing]  <u>Activities</u>  <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><u>Milestone</u>  <b>Progress Report</b>          (\$18,563.75)  <i>FEMA-Required Milestone</i>  [Project Staffing]</p> </p></p></p>	
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	<p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Status of program objectives, timelines and milestones</li> <li>✓ Status of development of course</li> <li>✓ Formatting for GMS</li> </ul> <p>Average Labor Rate \$56.25 Hours 330</p> <p><b><u>MONTH EIGHT</u></b></p> <p><b><u>Progress Report 8</u></b>  <i>Date: Last Friday of Month Thirty</i>  (Total Amount: \$209,332.30)</p> <p><u>Milestone</u>  <b>Financial Report</b>  (\$12,263.54)  <i>FEMA-Required Milestone</i>  [Project Staffing]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p>Monthly Operations/Activities (\$190,068.76)  * Activities Summarized in Month Six</p> <p><b><u>MONTH NINE</u></b></p> <p><b><u>Progress Report 9</u></b>  <i>Date: Last Friday of Month Thirty</i>  (Total Amount: \$105,936.72)</p> <p><u>Milestone</u>  <b>Financial Report</b>  (\$12,263.54)  <i>FEMA-Required Milestone</i>  [Project Staffing]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Fiscal summary</li> <li>✓ Projected fiscal activities</li> </ul> <p>Average Labor Rate \$56.25 Hours 218</p> <p><u>Milestone</u>  <b>Progress Report</b>  (\$18,563.75)  <i>FEMA-Required Milestone</i>  [Project Support]</p> <p><u>Activities</u></p> <ul style="list-style-type: none"> <li>✓ Status of program objectives, timelines and milestones</li> <li>✓ Status of development of course</li> <li>✓ Formatting for GMS</li> </ul> <p>Average Labor Rate \$56.25</p>	
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	<p>Hours 330</p> <p><b>Milestone</b>  <b>Course Outcome Report</b>          (\$25,842.24)  <i>** Due during the last week of the grant performance period</i>          [Curriculum Design and Training]  <b>Activities</b>  <input checked="" type="checkbox"/> Submit final report/analysis of course outcome to be submitted on last day of grant/performance period          Average Labor Rate \$56.25          Hours 459.42            Monthly Operations/Activities (\$49,267.19)</p>	
	<b>TOTAL</b>	\$2,339,211

Mayor's Time Stamp  
OFFICE OF THE MAYOR  
RECEIVED

2010 JUN -7 PM 12:06

CITY OF LOS ANGELES

City Clerk's Time Stamp  
CITY CLERK'S OFFICE

2010 JUN -7 AM 11:57

CITY CLERK

BY \_\_\_\_\_ DEPUTY

SUBJECT TO THE MAYOR'S APPROVAL

COUNCIL FILE NO. 09-2448

COUNCIL DISTRICT \_\_\_\_\_

COUNCIL APPROVAL DATE JUNE 2, 2010

RE: A 2008 COMPETITIVE TRAINING PROGRAM GRANT AWARD FOR THE LOS ANGELES POLICE  
DEPARTMENT'S NATIONAL CONSORTIUM FOR ADVANCED POLICING

LAST DAY FOR MAYOR TO ACT JUN 17 2010  
(10 Day Charter requirement as per LAAC Section 14.7)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR USE ONLY

APPROVED

✓

\*DISAPPROVED

\*Transmit objections in writing  
pursuant to LAAC Section 14.7

DATE OF MAYOR APPROVAL OR DISAPPROVAL

JUN 11 2010

MAYOR

Steno/092448 .ml

RECEIVED  
CITY CLERKS OFFICE

2010 JUN 11 PM 4:05

BY \_\_\_\_\_ DEPUTY  
CITY CLERK

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

File No. 09-2448

Your **PUBLIC SAFETY COMMITTEE**

reports as follows:

PUBLIC SAFETY COMMITTEE REPORT relative to a 2008 Competitive Training Program grant award for the Police Department's National Consortium for Advanced Policing.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. AUTHORIZE the Chief of Police, or designee, to:
  - a. Accept the grant award of the 2008 Competitive Training Program in the amount of \$2,489,211 from the Department of Homeland Security, Federal Emergency Management Agency, for the period June 1, 2010, through November 30, 2012.
  - b. Negotiate, execute, and submit the cooperative agreement and any other necessary agreements and documents relative to the grant award, subject to the approval of the City Attorney as to form and legality.
  - c. Execute a sole-source contract, and negotiate and execute the professional services agreement on behalf of the City with the National Consortium for Advanced Policing, during the period of June 1, 2010, through November 30, 2012, for a sum not to exceed \$2,339,211, subject to the approval of the City Attorney as to form and legality.
2. AUTHORIZE the Controller to set up a grant receivable in the amount of \$2,489,211 and establish an appropriation account, account number to be determined, within Fund 339, Department 70 for the disbursements of Competitive Training Grant Program funds.
3. AUTHORIZE the Police Department to:
  - a. Spend Competitive Training Grant Program funds, up to \$2,489,211, in accordance to the grant award agreement.
  - b. Submit grant reimbursement requests to the grantor and to deposit the grant receipts in Fund No. 339, Department 70, account number to be determined.
  - c. Prepare Controller Instructions for any necessary technical adjustments consistent with this action, subject to the approval of the City Administrative Officer (CAO); and, REQUEST that the Controller implement the instructions.

Fiscal Impact Statement: The CAO reports that acceptance of the 2008 Competitive Training Grant Program award in the amount of \$2,489,211 will create a National Consortium for Advanced Policing that will serve as a training resource for state and local police departments. Acceptance of the grant and approval of the above recommendations comply with City financial policies in that one-time revenues will support one-time expenditures.

Community Impact Statement: None submitted.

## SUMMARY

In a report to the Mayor and Council dated May 24, 2010 (attached to the Council file), the CAO states that the Police Department requests authority to accept a grant from the United States Department of Homeland Security, Federal Emergency Management Agency for the 2008 Competitive Training Grant Program to provide funding to create a National Consortium for Advanced Policing that will serve as a training resource for state and local police departments. The Police Department is the grant recipient, and the Consortium is a non-profit sub-grant recipient.

According to the CAO, the Police Department will be the hub of the Consortium and its proposed partners - the New Jersey State Police, the Miami-Dade Police, the Chicago Police, and the Seattle Police Departments. Each will each bring their significant local operational experience to bear on creating advanced policing solutions to pre-empt criminal activity and protect critical infrastructure. The Consortium will teach law enforcement agencies how to apply advanced policing strategies and fuse intelligence to counter terrorism, narcotics trafficking, gangs, organized crime, and human smuggling.

The CAO goes on to report that \$2,339,211 of the grant award will be used for contractual services during the 30 month project period. The Police Department will use \$150,000 of grant funds for auditing purposes to ensure that the Consortium project complies with the grantor's reporting and financial requirements. On September 15, 2009, the Board of Police Commissioners approved the Police Department's recommendations relative to accepting the grant award. The CAO concurs with this action.

At its meeting held May 24, 2010, the Public Safety Committee discussed this matter with representatives of the CAO and the Police Department. The Police Department representative stated that the National Consortium for Advanced Policing will train approximately 3,000 mid-level police managers and detectives across the nation. The proposed sole source contracts are needed for the Department to retain the services of subject matter experts to teach program classes. The Committee recommended that Council approve the CAO's recommendations relative to the 2008 Competitive Training Program grant award for the Police Department's National Consortium for Advanced Policing, as recommended by the Board of Police Commissioners.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

**- NOT OFFICIAL UNTIL COUNCIL ACTS -**

<u>MEMBER</u>	<u>VOTE</u>
SMITH:	YES
CARDENAS:	ABSENT
PERRY:	ABSENT
REYES:	YES
ZINE:	YES

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: May 24, 2010

CAO File No. 0130-01981-0000

Council File No. 09-2448

Council District: ALL

To: The Mayor  
The Council

From: Miguel A. Santana, City Administrative Officer *Miguel A. Santana*

Reference: Transmittal from the Board of Police Commissioners, dated September 30, 2009

Subject: COMPETITIVE TRAINING GRANT PROGRAM

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### SUMMARY

The Los Angeles Police Department (LAPD) is requesting authority to accept a grant award of \$2,489,211 from the United States Department of Homeland Security, Federal Emergency Management Agency for the 2008 Competitive Training Grant Program for the period of June 1, 2010 to November 30, 2012. The grant provides funding to create a National Consortium for Advanced Policing (NCAP) that will serve as a training resource for state and local police departments. The LAPD is the grant recipient while the NCAP, a non-profit 501(3)(c), is the sub-grant recipient.

The LAPD will be the hub of the NCAP and its proposed partners - the New Jersey State Police, the Miami-Dade Police, the Chicago Police, and the Seattle Police Departments. Each will each bring their significant local operational experience to bear on creating Advanced Policing (AP) solutions to preempt criminal activity and protect critical infrastructure. NCAP will teach law enforcement agencies how to apply AP-based strategies and fuse intelligence to the following: 1) Counter Terrorism, 2) Narcotics Trafficking, 3) Gangs, 4) Organized Crime, and 5) Human Smuggling. A total of \$2,339,211 will be utilized for contractual services during the 30 month project period and the LAPD will utilize \$150,000 of grant funds for auditing purposes to ensure that the NCAP complies with the grantor's reporting and financial requirements.

The NCAP Project expands on existing LAPD and Mayor's Office projects. The National Counter-Terrorism Academy (NCTA) program was established by the LAPD and sponsored by the State of California. The NCTA course ran from March 30, 2010, through April 28, 2010, in Los Angeles and San Francisco. The NCTA program was designed within a framework that protects the civil rights and civil liberties of U.S. citizens. Through the program participants learned techniques to better understand their information environment, methods for analysis, and techniques for assessing the performance of policing strategies designed to defeat terrorist threats. The Mayor's Office of Homeland Security and Public Safety has an existing contract, C-116709, with the NCAP under the 2007 Urban Area Security Initiative grant. Under the terms of the contract the NCAP was to develop and implement the LAPD's National Counter Terrorism Academy. This project was scheduled to be completed on 5/28/10.

## RECOMMENDATIONS

That the Council:

1. Authorize the Chief of Police, or his designee, to accept the award of the 2008 Competitive Training Program in the amount of \$2,489,211 from the Department of Homeland Security, Federal Emergency Management Agency, for the period of June 1, 2010 through November 30, 2012 and to negotiate, execute and submit the Cooperative Agreement and any other necessary agreements and documents relative to the grant award, subject to the approval of the City Attorney as to form and legality;
2. Authorize the Chief of Police, or his designee, to execute a sole-source contract and to negotiate and execute the Professional Services Agreement on behalf of the City with the National Consortium for Advanced Policing (NCAP), during the period of June 1, 2010 through November 30, 2012, for a sum not to exceed \$2,339,211, subject to the approval of the City Attorney as to form and legality;
3. Authorize the Controller to set up a grant receivable in the amount of \$2,489,211 and establish an appropriation account, account number to be determined, within Fund 339, Department 70 for the disbursements of Competitive Training Grant Program funds;
4. Authorize the Los Angeles Police Department (LAPD) to:
  - a. Spend Competitive Training Grant Program funds, up to \$2,489,211, in accordance to the grant award agreement;
  - b. Submit grant reimbursement requests to the grantor and to deposit the grant receipts in Fund No. 339, Department 70, account number to be determined;
  - c. Prepare Controller Instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

## FISCAL IMPACT STATEMENT

Acceptance of the 2008 Competitive Training Grant Program award in the amount of \$2,489,211 will create a National Consortium for Advanced Policing (NCAP) that will serve as a training resource for state and local police departments. Acceptance of the grant and the recommendations contained in this report complies with the City's Financial Policies in that one-time revenues will support one-time expenditures.

MAS:JKL:04100057c

Attachments

FY 2008 Competitive Training Grant Program  
**City of Los Angeles Police Department**  
 AWARD #2008-GT-T8-K029  
**Budget**

Budget Category	Budget																			
<b>A. Personnel</b> <small>List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>B. Fringe Benefits</b> <small>Fringe benefits should be based on actual known costs or an established formula. Fringe Benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>C. Travel Benefits</b> <small>Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>D. Equipment</b> <small>List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.</small>	None	n/a	n/a	\$ -																
<b>E. Supplies</b> <small>List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.</small>	None	n/a	n/a	\$ -																
<b>F. Consultants/Contracts</b> <small>Indicate whether applicant's formal, written Procurement policy or the Federal Acquisition Regulations are followed. Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost.</small>	National Consortium for Advanced Policing (NCAP) LAPD M&A Costs	1 1	\$ 2,339,207.04 \$150,004	\$ 2,339,207.04 \$ 150,003.96																
<b>G. Other Costs</b> <small>List items (e.g., rent, reproduction, telephone, Janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.</small>	None	n/a	n/a	\$ -																
<b>Budget Summary</b>																				
When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.																				
<table border="1"> <tr> <td><b>A. Personnel</b></td> <td>\$ -</td> </tr> <tr> <td><b>B. Fringe Benefits</b></td> <td>\$ -</td> </tr> <tr> <td><b>C. Travel</b></td> <td>\$ -</td> </tr> <tr> <td><b>D. Equipment</b></td> <td>\$ -</td> </tr> <tr> <td><b>E. Supplies</b></td> <td>\$ -</td> </tr> <tr> <td><b>F. Contracts/Consultants</b></td> <td>\$ 2,489,211.00</td> </tr> <tr> <td><b>G. Other Costs</b></td> <td>\$ -</td> </tr> <tr> <td><b>Total Budget</b></td> <td>\$ 2,489,211.00</td> </tr> </table>					<b>A. Personnel</b>	\$ -	<b>B. Fringe Benefits</b>	\$ -	<b>C. Travel</b>	\$ -	<b>D. Equipment</b>	\$ -	<b>E. Supplies</b>	\$ -	<b>F. Contracts/Consultants</b>	\$ 2,489,211.00	<b>G. Other Costs</b>	\$ -	<b>Total Budget</b>	\$ 2,489,211.00
<b>A. Personnel</b>	\$ -																			
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<b>F. Contracts/Consultants</b>	\$ 2,489,211.00																			
<b>G. Other Costs</b>	\$ -																			
<b>Total Budget</b>	\$ 2,489,211.00																			

**FY 2008 Competitive Training Grant Program**  
**City of Los Angeles Police Department**  
**AWARD #2008-GT-T8-K029**  
**30-Month Budget**

<b>City of Los Angeles</b>	<b>\$ 150,000.00</b>
<b>M &amp; A Cost</b>	<b>\$ 150,000.00</b>
<b>NCAP</b>	<b>\$ 2,389,211.00</b>
<b>Travel Costs</b>	<b>\$ 202,430.00</b>
- Staff to execute training sessions (53 trips)	
- Curriculum development (6 trips)	
- Instructors to execute training (96 trips)	
<b>Supplies and Operating Expenses</b>	<b>\$ 99,504.86</b>
- Curriculum Books for Students: One book per 1,440 in-class students	
- General office supplies, to include paper, staples, copies, etc.	
- Shipping, Student Materials, including 1,440 books and course work	
- Video and Web Software: Software Packaging for the Technical Assistant for Web/Video Presentation, online training	
- Video Camera/Tripod: Used to record content for online training	
- E-mail hosting and general telephone/conferencing: 30 months	
- Web Hosting: Support Web-based training and collaborative virtual space	
<b>Project Staffing</b>	<b>\$ 511,336.80</b>
- Communications and outreach coordinating student recruitment and registration, venue management, instructor coordination	
<b>Operational Support</b>	<b>\$ 248,921.10</b>
- Support costs, records, database management, FEMA compliance and administration	
<b>Curriculum Design &amp; Training, Classroom Instruction &amp; Lectures</b>	<b>\$ 921,075.00</b>
- Curriculum Designer & Training Consultant: Curriculum Designer oversees the design, implementation and execution of the overall program and also acts as an instructor as required. Training Consultant helps administer classes and acts as an instructor.	
- Curriculum Writers and Assistants: Research, FEMA requirements, coordination with venues	
- Subject Matter Experts to assist in the development and refinement of each curriculum	
- Instructors and guest lecturers for in-class sessions	
<b>Program Web Development</b>	<b>\$ 355,943.24</b>
- IT Manager/Web Designer/Program Assistant	
<b>Total Grant</b>	<b>\$ 2,489,211.00</b>

**NCAP**  
**30-Month Class Statistics**

Partner	# Trained per Iteration	Iterations	Total # Trained	Modules	Training Days
<b>In Class and Online</b>					
Miami	120	1	120	8	4
Los Angeles	120	4	480	32	16
Chicago	120	3	360	24	12
Seattle	120	1	120	8	4
NJ	120	3	360	24	12
<b>TOTAL</b>		<b>12</b>	<b>1440</b>	<b>96</b>	<b>48</b>

Online Only					
LA	120	2	240		
Miami	120	2	240		
Chicago	120	2	240		
Seattle	120	2	240		
NJ	120	2	240		
MCC	120	5	600		
<b>TOTAL</b>		<b>15</b>	<b>1800</b>		

**TOTAL STUDENTS TRAINED** **3240**

**STUDENTS TRAINED**

IN CLASS	Iterations
Miami	1
Los Angeles	4
Chicago	3
Seattle	1
New Jersey	3
<b>SUB TOTAL</b>	

ONLINE ONLY	Iterations
LA	2
Miami	2
Chicago	2
Seattle	2
NJ	2
National Law Enforcement (MCC, IACP, NSA, etc)	5
<b>SUB TOTAL</b>	

**TOTAL** 3,240

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

JOHN W. MACK  
PRESIDENT

ANDREA SHERIDAN ORDIN  
VICE PRESIDENT

ROBERT M. SALTZMAN  
ALAN J. SKOBIN  
DEBRA WONG YANG

ISABEL ROSAS  
COMMISSION EXECUTIVE ASSISTANT II



ANTONIO R. VILLARAIGOSA  
MAYOR

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

ANDRE BIROTTÉ, JR.  
INSPECTOR GENERAL

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

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

September 30, 2009

BPC #09-0346

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

The Honorable City Council  
City of Los Angeles  
c/o City Clerk's Office  
City Hall, Room 395  
Los Angeles, CA 90012

Dear Honorable Members:

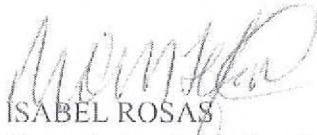
RE: TRANSMITTAL OF THE GRANT APPLICATION FOR THE FISCAL YEAR 2008  
COMPETITIVE TRAINING GRANT PROGRAM

At the regular meeting of the Board of Police Commissioners held Tuesday, September 15, 2009, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

  
ISABEL ROSAS  
Commission Executive Assistant

Enclosure

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

8F  
BPC#09-0346

RECEIVED

September 1, 2009

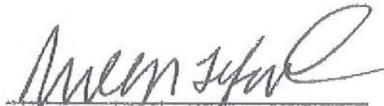
1.17

SEP 08 2009

REVIEWED POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

9/8/09

DATE

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION FOR THE FISCAL YEAR 2008 COMPETITIVE TRAINING GRANT PROGRAM

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners TRANSMIT the attached grant application for the Fiscal Year 2008 Competitive Training Grant Program, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and to the City Clerk for Committee and City Council consideration.
2. That the Board REVIEW and APPROVE this report.
3. That the Board TRANSMIT the report concurrently to the Mayor and City Council.
4. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police or designee to ACCEPT the award of the 2008 Competitive Training Program funds in the amount of \$2,489,211 from the Department of Homeland Security, Federal Emergency Management Agency, for the period of October 1, 2008 through September 30, 2011;
  - B. AUTHORIZE the Chief of Police or designee to negotiate and execute the Cooperative Agreement and submit any necessary documents relative to the grant award, subject to City Attorney approval as to form and legality;
  - C. AUTHORIZE the Chief of Police or designee to execute a sole-source contract with the National Consortium for Advanced Policing (NCAP), during the period of October 1, 2008 to September 30, 2011, for a sum not to exceed \$2,469,211, to develop transnational crime curricula, integrate training material/curricula into a Web-based format, and standardize evaluative programs across the NCAP;
  - D. AUTHORIZE the Chief of Police or designee to negotiate and execute the Professional Services Agreement on behalf of the City, with the NCAP, for the period of October 1, 2008 to September 30, 2011 for a sum not to exceed \$2,469,211, subject to the approval of the City Attorney as to form and legality;

- E. AUTHORIZE the Los Angeles Police Department (LAPD) to spend Competitive Training Grant funds consistent with the grant requirements;
- F. AUTHORIZE the Controller to set up a grant receivable in the amount of \$2,489,211 and establish an appropriation account, account number to be determined, within Fund 339, Department 70 for the disbursements of Competitive Training Grant Program funds;
- G. AUTHORIZE the LAPD to spend up to \$20,000 in grant funds for auditing purposes;
- H. AUTHORIZE the LAPD to draw down and deposit grant fund into Fund 339; and,
- I. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

## DISCUSSION

The LAPD has been awarded a total of \$2,489,211 for the 2008 Competitive Training Grant Program for the period of October 1, 2008 to September 30, 2011. The grant provides funding to create a National Consortium for Advanced Policing (NCAP) that will serve as a training resource for state and local police departments. The LAPD is the grant recipient while the NCAP, a non-profit 501(3)(c), is the sub-grant recipient. Training delivery will be through a design of five separate curricula that will teach law enforcement agencies how to apply Advanced Policing (AP) strategies and fuse intelligence to the following: 1) Counter Terrorism, 2) Narcotics Trafficking, 3) Gangs, 4) Organized Crime, and 5) Human Smuggling.

Law enforcement officers across the country will have access to the instruction via classroom training programs and a centralized NCAP Web portal. The LAPD will be the hub on the NCAP and its proposed partners – the New Jersey State Police, the Miami-Dade Police, the Chicago Police, and the Seattle Police Departments will each bring their significant local operational experience to bear on creating AP-based solutions to preempt criminal activity and protect critical infrastructure.

A team of contracted consultants will coordinate the consortium's activities and develop the core AP training that will be the common training component in the five separate curricula. A national standard will be created for AP instruction that features a focused study of a widespread and persistent public safety issue, an interactive discussion of AP principles and a practical application. As these programs are developed, implemented and refined, the consortium will export them to other state, local and tribal law enforcement agencies around the country. Local jurisdictions will acquire an understanding of the fundamentals of AP, a standardized method by which they can implement an intelligence approach, and a data-driven method Computerized Statistics to gauge its success. The training will assist participants in preventing, protecting, responding and recovering from acts of terrorism and catastrophic events by increasing awareness and equipping them with an information-led approach to their work. By applying

these approaches, first preventers will use proactive planning and management procedures to disrupt criminal enterprises and international security threats emerging at a local level. The NCAP core consultant team will consist of a Director, Deputy Director, Curriculum Developer and Writers, an Information Technology Manager, Subject Matter Experts, Classroom Instructors, and administrative staff. A total of \$1,987,915.10 will be utilized for consultant salaries during the 30 month project period.

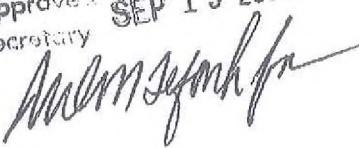
The NCAP will use a total of \$282,625 for travel costs associated with attending the training sessions in the five NCAP cities and \$198,670.90 of grant funds will be used for supplies and operating expenses.

The LAPD will utilize up to \$20,000 of grant funds for auditing purposes to ensure that the NCAP complies with the grantor's reporting and financial requirements.

If you have any questions, Police Administrator Maggie Goodrich, Commanding Officer, Management, Analysis and Planning Bureau, is available to assist you at (213) 847-9700.

Respectfully,

  
WILLIAM J. BRATTON  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved SEP 15 2009  
Secretary 

Attachments



Department of Homeland Security, FEMA  
Grant Programs Directorate

---

September 17, 2008

Washington, D.C. 20531

Mr. William Bratton  
City of Los Angeles Police Department  
150 North Los Angeles St, Rm 740  
Los Angeles, CA 90012

Dear Mr. Bratton:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2008 Competitive Training Grant Program in the amount of \$2,489,211 for City of Los Angeles Police Department.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Barry A. Bratburd, Program Manager at (202) 786-9608;
- Financial and Payment Questions, Financial Accountability and Oversight Division (FAO) at (866) 927-5646, or send an email to [ask-OGO@dhs.gov](mailto:ask-OGO@dhs.gov).

Congratulations, and we look forward to working with you.

Sincerely,

W. Ross Ashley, III  
Assistant Administrator, Grant Programs Directorate

Enclosures



Department of Homeland Security FEMA  
Grant Programs Directorate

Cooperative Agreement

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  City of Los Angeles Police Department 150 North Los Angeles St, Rm 740 Los Angeles, CA 90012		4. AWARD NUMBER: 2008-GT-T8-K029	
		5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2011 BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2011	
		6. AWARD DATE 09/17/2008	7. ACTION  Initial
1A. GRANTEE IRS/VENDOR NO. 956000736		8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0
3. PROJECT TITLE FY 08 Competitive Training Grant Program		10. AMOUNT OF THIS AWARD \$ 2,489,211	
		11. TOTAL AWARD \$ 2,489,211	
12. SPECIAL CONDITIONS  THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT  This project is supported under Consolidated Appropriations Act, 2008, P.L. No. 110-161			
15. METHOD OF PAYMENT PAPRS			
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL  W. Ross Ashley, III Assistant Administrator, Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  William Bratton Chief of Police	
17. SIGNATURE OF APPROVING DHS OFFICIAL  		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES  FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT		21. GT08V49018  8 T GT 25 00 00 2489211	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 4

PROJECT NUMBER 2008-GT-T8-K029

AWARD DATE 09/17/2008

**SPECIAL CONDITIONS**

1. The grantee and any subgrantee shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:
  - A. Administrative Requirements
    - 1) OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/07) (44CFR Part 13)
    - 2) OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)
  - B. Cost Principles
    - 1) OMB Circular A-87, State and Local Governments (05/10/04)
    - 2) OMB Circular A-21, Educational Institutions (5/10/04)
    - 3) OMB Circular A-122, Non-Profit Organizations (5/10/04)
  - C. Audit Requirements
    - 1) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
3. The grantee and subgrantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
4. The grantee and subgrantee must comply with FEMA's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until the required Budget Detail Worksheet and Budget Narrative are reviewed and approved by the Grants Program Directorate (GPD) and a Grant Adjustment Notice (GAN) is issued removing this special condition.
6. The recipient must send up to three key program personnel to an information symposium, when convened by GPD, and may use up to \$5,000 of their grant funds for travel and per diem.
7. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds.
8. The recipient will use the DHS/FEMA seal and Design Standards when producing training course materials, aids, or other products funded through this award. Any use of the DHS/FEMA seal not addressed by these standards requires preauthorization and approval by TEI/TO.
9. The recipient agrees to cooperate with any assessments, national evaluation efforts, information, or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 4

PROJECT NUMBER 2008-GT-T8-K029

AWARD DATE 09/17/2008

**SPECIAL CONDITIONS**

10. DHS/FEMA has elected to enter into a cooperative agreement for all FY 2008 CTGP grant awards, and there will be substantial Federal Involvement with this award. Program authority and responsibility under this agreement resides with TEI/TO. TEI/TO will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished. The recipient shall not develop or engage in tasks not approved in the recipient's application without post-award approval from TEI/TO through the issuance of a Grant Adjustment Notice (GAN) or other official FEMA documentation authorizing a change in scope or tasks.
11. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: 1) the copyright in any work developed under an award or sub-award; and 2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support.
12. The recipient agrees that any learning management, learning content, content management systems, browser or computer-based training employed by the recipient will be standards-based, meeting Section 508 accessibility requirements of the Rehabilitation Act Amendments of 1998, 29 U.S.C. 794(d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194). Systems employed by the recipient will also support content interoperability specifications and standards such as Sharable Content Object Reference Model (SCORM), and ensure compatibility with industry standard relational database management systems (such as Oracle, Microsoft SQL Server, and IBM DB2). The recipient further agrees that any procurement of learning management, learning content management, or content management systems to be employed by the recipient will be commercial-off-the-shelf (COTS) or open source software (OSS). Proprietary systems shall not be procured, and functional customization of COTS products is discouraged. The recipient shall ensure that any data related to TEI/TO program development, training content, and training delivery, or evaluation maintained in such a system is provided to TEI/TO in interoperable formats in keeping with TEI/TO specifications.
13. The recipient shall submit to TEI/TO for review and approval, all drafts of written documents developed under this agreement. For documents that are printed by the government, the recipient shall submit a hard copy of the final draft of the written document along with an electronic copy in Microsoft Word or PDF format. The recipient agrees that all publications created with funding under this award shall prominently contain the following statement: "This document was prepared under a cooperative agreement from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
14. Any tuition or registration fees received in connection with any training conducted during this grant period with courses produced with this grant funding, e.g. Excess Delivery Acquisition Program (EDAP), shall be considered program income and shall be used for the purposes authorized under this award and in accordance with Federal regulations.
15. Training curricula developed under this agreement must be consistent with the guidance of the National Preparedness Guidelines, National Incident Management System, National Response Framework, and the National Infrastructure Protection Plan. Training providers agree to modify their curricula in accordance with changes to these documents and any others, such as the Universal Task List (UTL) and the Target Capabilities List (TCL).



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 4 OF 4

PROJECT NUMBER 2008-GT-T8-K029

AWARD DATE 09/17/2008

**SPECIAL CONDITIONS**

16. The recipient is responsible for complying with the online Responder Training Development Center guidelines for the design, development, delivery, and evaluation of each of its courses. The recipient agrees to administer Level 1 and Level 2 evaluation instruments to all course participants and report data to TEI/TO quarterly and upon request. The recipient must also adhere to TEI/TO's established course review process, which requires a minimum of three pilot deliveries and submission of the curriculum to a course review board.
17. The recipient is required to comply with the requirements of TEI/TO for scheduling courses and providing data on the type and number persons trained. The recipient must adhere to any changes in data reporting requirements as directed by TEI/TO.
18. The recipient is required to submit to TEI/TO hard and electronic copies of all training materials within thirty (30) days of receiving certification from TEI/TO. For electronic-based courses (browser, computer, and video-based training), this includes a master copy, all source codes, and supporting files and documentation.
19. The recipient agrees to consult with TEI/TO regarding the allocation of any patent rights that may arise from, or are purchased with, this funding. The recipient also has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the recipient's obligation to the government under this award. If a subcontractor refuses to accept terms affording the government such rights, the recipient shall promptly bring such refusal to the attention of TEI/TO and not proceed with subcontract award without further authorization from TEI/TO.
20. The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.
21. When implementing GPD funded activities; the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA/GPD funded activities.



**Department of Homeland Security, FEMA**

*Grant Programs Directorate*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Jeffrey Hall, NEPA Environmental Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Los Angeles Police Department

Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including, but not limited to, communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activities in that area and notify FEMA and the appropriate State Historic Preservation Office.



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**  
**Cooperative Agreement**

PROJECT NUMBER  
2008-GT-T8-K029

PAGE 1 OF 1

This project is supported under Consolidated Appropriations Act, 2008, P.L. No. 110-161

**1. STAFF CONTACT (Name & telephone number)**

Barry A. Bratburd  
(202) 786-9608

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Sheila Darling  
Grants Manager  
150 North Los Angeles St, Rm 740  
Los Angeles, CA 90012  
(213) 847-4882

**3a. TITLE OF THE PROGRAM**

FY 08 Competitive Training Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

FY 08 Competitive Training Grant Program

**5. NAME & ADDRESS OF GRANTEE**

City of Los Angeles Police Department  
150 North Los Angeles St, Rm 740  
Los Angeles, CA 90012

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2008 TO: 09/30/2011

**8. BUDGET PERIOD**

FROM: 10/01/2008 TO: 09/30/2011

**9. AMOUNT OF AWARD**

\$ 2,489,211

**10. DATE OF AWARD**

09/17/2008

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

IAPD will create a national consortium on Intelligence-Led Policing (ILP) that will service as a training resource for state and local police departments. They will design five separate curricula that will teach state and local law enforcement how to apply ILP strategies to counter terrorism, gangs, organized crime, and human smuggling.

FY 2008 Competitive Training Grant Program  
**City of Los Angeles Police Department**  
 AWARD #2008-GT-T8-K029  
**Budget**

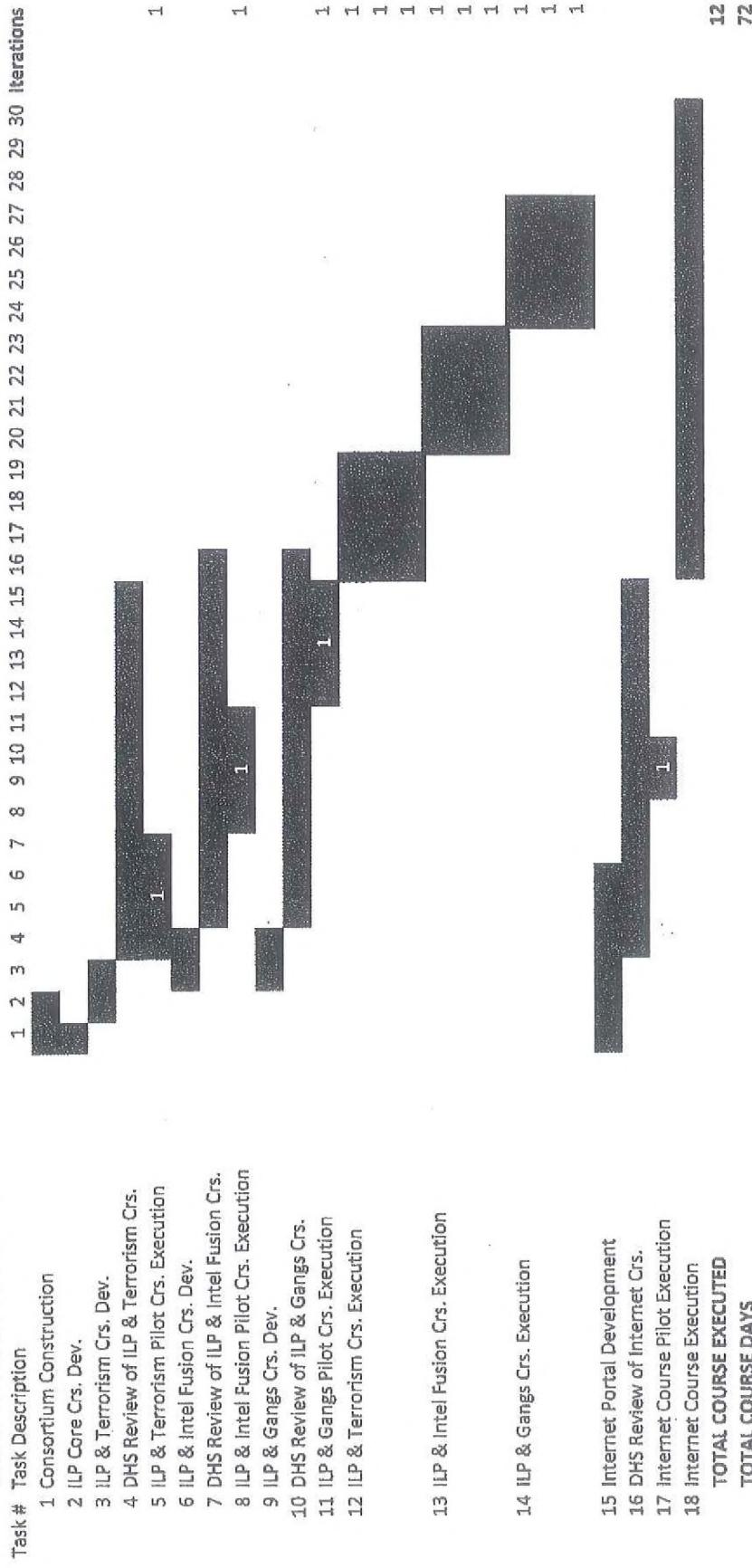
Budget Category	Budget																			
<b>A. Personnel</b> <small>List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>B. Fringe Benefits</b> <small>Fringe benefits should be based on actual known costs or an established formula. Fringe Benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>C. Travel Benefits</b> <small>Reimburse travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.</small>	No Direct Employees	n/a	n/a	\$ -																
<b>D. Equipment</b> <small>List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.</small>	None	n/a	n/a	\$ -																
<b>E. Supplies</b> <small>List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation [Note: Organization's own capitalization policy may be used for items costing less than \$5,000]. Generally, supplies include any materials that are expendable or consumed during the course of the project.</small>	None	n/a	n/a	\$ -																
<b>F. Consultants/Contracts</b> <small>Indicate whether applicant's formal, written Procurement policy or the Federal Acquisition regulations are followed. Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.</small>	National Consortium for Advanced Policing (NCAP) <i>Detailed Budget Attached</i>	1	\$ 2,469,211.00	\$ 2,469,211.00																
	Accounting Services/Audit LAPD	1	\$ 20,000.00	\$ 20,000.00																
<b>G. Other Costs</b> <small>List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.</small>	None	n/a	n/a	\$ -																
<b>Budget Summary</b>																				
<small>When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-federal funds that will support the project.</small>																				
<table border="1"> <tr> <td><b>A. Personnel</b></td> <td>\$ -</td> </tr> <tr> <td><b>B. Fringe Benefits</b></td> <td>\$ -</td> </tr> <tr> <td><b>C. Travel</b></td> <td>\$ -</td> </tr> <tr> <td><b>D. Equipment</b></td> <td>\$ -</td> </tr> <tr> <td><b>E. Supplies</b></td> <td>\$ -</td> </tr> <tr> <td><b>F. Contracts/Consultants</b></td> <td>\$ 2,469,211.00</td> </tr> <tr> <td><b>G. Other Costs</b></td> <td>\$ -</td> </tr> <tr> <td><b>Total Budget</b></td> <td>\$ 2,489,211.00</td> </tr> </table>					<b>A. Personnel</b>	\$ -	<b>B. Fringe Benefits</b>	\$ -	<b>C. Travel</b>	\$ -	<b>D. Equipment</b>	\$ -	<b>E. Supplies</b>	\$ -	<b>F. Contracts/Consultants</b>	\$ 2,469,211.00	<b>G. Other Costs</b>	\$ -	<b>Total Budget</b>	\$ 2,489,211.00
<b>A. Personnel</b>	\$ -																			
<b>B. Fringe Benefits</b>	\$ -																			
<b>C. Travel</b>	\$ -																			
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<b>F. Contracts/Consultants</b>	\$ 2,469,211.00																			
<b>G. Other Costs</b>	\$ -																			
<b>Total Budget</b>	\$ 2,489,211.00																			

## NCAP Budget

### Travel Costs

	# of Trips	Cost Per Trip	Extension	Totals
Travel, Staff: Funding for Director, Deputy Director, Curriculum Developer and additional personnel to attend training sessions.	144	\$ 1,187.50	\$ 171,000.00	
Travel, Directed Consultant: Travel for subject matter experts and curriculum developers during the curriculum development stages, including group meetings.	22	\$ 1,187.50	\$ 26,125.00	
Travel, Instructors: Travel for instructors, guest lecturers, etc. to attend training sessions.	72	\$ 1,187.50	\$ 85,500.00	
<b>Subtotal Travel Costs</b>				<b>\$ 282,625.00</b>
<b>Supplies and Operational Expenses</b>				
	# of Units/Months	Cost Per Each	Extension	
Curriculum Books for Students: One book per in-class and virtual student	3,240	\$ 14.00	\$ 45,360.00	
Computer/Laptops: Based on average Dell Latitude laptop lease	30	\$ 300.00	\$ 9,000.00	
Multimedia Projectors	2	\$ 762.00	\$ 1,524.00	
Office Supplies: Monthly Estimation of General Office Supplies, to include paper, staples, copies, etc.	30	\$ 400.00	\$ 12,000.00	
Shipping, Student Materials, including books and course work	3,240	\$ 23.50	\$ 76,140.00	
Video and Web Software: Software Packaging for the Technical Assistant for Web/Video Presentation and online training program	1	\$ 22,146.90	\$ 22,146.90	
Video Camera/Tripod: Cameras used to record content for virtual class	2	\$ 1,100.00	\$ 2,200.00	
Email Hosting & General Telephone/Conferencing	30	\$ 250.00	\$ 7,500.00	
Web Hosting: Support web-based training and collaborative virtual space	30	\$ 25.00	\$ 2,550.00	
<b>Subtotal Supplies and Operating Expenses</b>				<b>\$ 178,420.90</b>
<b>Staffing</b>				
	Hours/Units	Rate	Extension	
Deputy Director-NCAP: Responsible for communications and outreach coordinating student recruitment and registration, venue management, instructor coordination.	4,580	\$ 109.26	\$ 511,335.80	
IT Manager/Web Designer/Program Assistant	4,680	\$ 76.04	\$ 355,867.20	
Director-NCAP: Oversees the implementation and execution of the overall program and also acts as an instructor as required.	3,000	\$ 120.84	\$ 362,500.00	
Curriculum Developer: Develops in-class and online curricula.	3,000	\$ 83.34	\$ 250,000.00	
Curriculum Writers and Assistants: Research, FEMA requirements, coordination with venues	1,000	\$ 85.00	\$ 85,000.00	
Classroom Instructors: Instructors and guest lecturers for in-class sessions	72	\$ 1,200.00	\$ 86,400.00	
Subject Matter Experts: Intelligence, Gangs, Narcotics, and Terrorism to assist in the development and refinement of each curriculum.	1,034	\$ 85.00	\$ 87,890.00	
Administrative Staff Support: Comply with all budget, payroll, grants, and administrative requirements.	1,800	\$ 78.29	\$ 140,921.10	
Administrative Program Management Support: Oversees compliance with all budget, payroll, grant, and administrative requirements.	600	\$ 180.00	\$ 108,000.00	
<b>Subtotal Staffing</b>				<b>\$ 1,987,915.10</b>
<b>Communication Costs</b>				
	# of Units/Months	Cost Per Each	Extension	
Communications Services: Cell phones and Wi-Fi cards/services for Program Director and Assistant Director	90	\$ 225.00	\$ 20,250.00	
<b>Subtotal Communications Costs</b>				<b>\$ 20,250.00</b>
<b>Total Budget</b>				<b>\$ 2,469,211.00</b>

## NCAP PROJECT SCHEDULE



Color Represents

- Developmental Period
- Pilot Period
- Course Execution Period
- DHS Review Period

Location

- 1 Los Angeles
- 2 Chicago
- 3 New Jersey
- 4 Seattle
- 5 Miami

**NCAP**  
**Revised Plan for 30 month Project Schedule**

Partner	Topic	Iterations	# Trained per Iteration	Trained per Topic	Sessions	Total Days
<b>In Class and Online</b>						
LA	Terrorism	4	120	480	6	24
Miami		1	120	120	6	6
Chicago	Gang	3	120	360	6	18
Seattle		1	120	120	6	6
NJ	Intelligence	3	120	360	6	18
<b>TOTAL</b>		<b>12</b>		<b>1440</b>		<b>72</b>
<b>Online Only</b>						
LA		2	120	240		
Miami		2	120	240		
Chicago		2	120	240		
Seattle		2	120	240		
NJ		2	120	240		
MCC		5	120	600		
<b>TOTAL</b>		<b>15</b>		<b>1800</b>		
<b>TOTAL STUDENTS TRAINED</b>						<b>3240</b>
<b>STUDENTS TRAINED</b>						
<b>IN CLASS AND ONLINE</b>	<b>Students per class</b>	<b>Iterations</b>				
Los Angeles	120	4		480		
Miami	120	1		120		
Chicago	120	3		360		
Seattle	120	1		120		
New Jersey	120	3		360		
<b>SUB TOTAL</b>				<b>1440</b>		
<b>ONLINE ONLY</b>	<b>Students per class</b>	<b>Iterations</b>				
LA	120	2		240		
Miami	120	2		240		
Chicago	120	2		240		
Seattle	120	2		240		
NJ	120	2		240		
National Law Enforcement (MCC,	120	5		600		
<b>SUB TOTAL</b>				<b>1800</b>		
<b>TOTAL</b>				<b>3240</b>		