FRANK T. MARTINEZ
City Clerk

KAREN E. KALFAYAN
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

ANTONIO R. VILLARAIGOSA
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

July 14, 2005

Councilmember Parks
Councilmember Cardenas
City Administrative Officer
Chief Legislative Analyst
City Attorney
Controller, Room 300
Accounting Division, F&A
Disbursement Division
Personnel Department
Police Department
Mayor's Office of Criminal Justice Planning

RE: COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM EIGHTH YEAR TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

At the meeting of the Council held JULY 1, 2005, the following action was taken:

Attached report adopted	
Attached motion (Parks - Cardenas) adopted	X
Attached resolution adopted	
FORTHWITH	
Mayor concurred	7-13-05
To the Mayor FORTHWITH	X
Motion adopted to approve communication recommendation(s)	
Motion adopted to approve committee report recommendation(s)	
Ordinance adopted	
Ordinance number	

Frank T. Martinez

City Clerk
kw

PLACE IN FILES
JUL 18 2005
DEPUTY

7/18/05

VERBAL MOTION

I HEREBY MOVE that Council ADOPT the following recommendations relative to Employment Authority and Transfer of Funds in connection with the Community Law Enforcement and Recovery (CLEAR) program eighth year to continue the City/County Anti-gang Initiative Program, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. TRANSFER $19,791 from Fund No. 664, Account No. W201, to the following account, for the period of July 1, 2005 through August 31, 2005:

Dept/Fund	Account	Title	Amount
70/100	1012	Salaries - Sworn	$7,859
70/100	1092	Salaries - Overtime	$5,006
12/100	1010	Salaries - General	$6,926

and TRANSFER cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Criminal Justice Planning Office.

2. RESOLVE that continued Employment Authority in the Police Department, for the period of July 1, 2005 through August 31, 2005, for the following positions, is APPROVED:

No.	Class	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

(Public Safety, Personnel and Budget and Finance Committees' Report adopted on January 25, 2005)

PRESENTED BY _____
BERNARD C. PARKS
Councilmember, 8th District

SECONDED BY _____
TONY CARDENAS
Councilmember, 6th District

July 1, 2005

CF 01-0318

Motion
ADOPTED
JUL 0 1 2005

LOS ANGELES CITY COUNCIL

TO THE MAYOR FORTHWITH

O:\Docs\Council Agendas\mk\01-0318a.mot.wpd

Mayor's Time Stamp
OFFICE OF THE MAYOR
RECEIVED
2005 JUL -5 AM 10:35
CITY OF LOS ANGELES

FORTHWITH

City Clerk's Time Stamp
RECEIVED
CITY CLERK'S OFFICE
2005 JUL -5 AM 10:26
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE JULY 1, 2005

RE: COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM EIGHTH YEAR TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

RECEIVED
CITY CLERK'S OFFICE
2005 JUL 13 PM 2:07
CITY CLERK
BY _____ DEPUTY

LAST DAY FOR MAYOR TO ACT JUL 15 2005
(10 Day Charter requirement as per Charter Section 341 & LAAC 4.133)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341 & LAAC 4.133

DATE OF MAYOR APPROVAL OR DISAPPROVAL JUL 13 2005

MAYOR

kw

JUL 13 2005

COUNCIL VOTE

Jul 1, 2005 9:28:26 AM, #1

Items for Which Public Hearings Have Been Held - Items 2-15
Voting on Item(s): 2-15
Roll Call

CARDENAS	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
LABONGE	Yes
*PADILLA	Yes
PARKS	Yes
PERRY	Yes
REYES	Yes
ROSENDAHL	Yes
SMITH	Yes
WEISS	Yes
ZINE	Yes
MARTINEZ	Absent
VACANT	Absent

Present: 13, Yes: 13 No: 0

FRANK T. MARTINEZ
City Clerk

KAREN E. KALFAYAN
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

PLACE IN FILES
FEB 0 3 2005
DEPUTY

February 2, 2005

Mayor's Office of Criminal Justice Planning
City Administrative Officer
City Attorney
Chief Legislative Analyst
Personnel Department
Police Department
Board of Police Commissioners
Controller, Room 300
Accounting Division, F&A
Disbursement Division

RE: COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM EIGHTH YEAR FUNDING TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

At the meeting of the Council held January 25, 2005, the following action was taken:

Attached motion () adopted.....
Attached resolution adopted.....
Attached report adopted..... X
To the Mayor FORTHWITH.....
Motion adopted to approve communication recommendation(s).....
Mayor concurred..... 01/28/05

Frank T. Martinez

City Clerk
SOS

steno/010318d

2/3/05
2-3-05
2/3/05

FF

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

Mayor's Time Stamp
OFFICE OF THE MAYOR
RECEIVED
2005 JAN 26 PM 3:42
CITY OF LOS ANGELES

City Clerk's Time Stamp
RECEIVED
CITY CLERK'S OFFICE
2005 JAN 26 PM 3:39
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE January 25, 2005

RE: COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM EIGHTH YEAR FUNDING TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

RECEIVED
CITY CLERK'S OFFICE
2005 JAN 31 AM 9:48
CITY CLERK
BY _____ DEPUTY

LAST DAY FOR MAYOR TO ACT FEB 07 2005
(10 Day Charter requirement as per Charter Section 341)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL JAN 28 2005

MAYOR

steno\010318c

FEB 01 2005

34

File No. 01-0318

1/25

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your PUBLIC SAFETY
and
PERSONNEL
and
BUDGET AND FINANCE Committees

report as follows:

	Yes	No
Public Comments:	XX	

PUBLIC SAFETY, PERSONNEL and BUDGET AND FINANCE COMMITTEES' REPORT relative to the Community Law Enforcement and Recovery (CLEAR) program eighth year funding to continue the City/County Anti-Gang Initiative Program.

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

1. AUTHORIZE the Mayor's Criminal Justice Planning Office (MCJPO) to accept, on behalf of the City, funding in the amount of $296,843 from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) to continue the City/County CLEAR program in the Hollenbeck area, and to execute the grant agreement, subject to the review and approval of the City Attorney as to form and legality.,
2. REQUEST the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department No. 46, and appropriate funding provided from the OJJDP, as follows:

Account	Title	Amount
W201	Personnel Services	$118,737
W202	Contractual Services	178,106
	Total	$296,843

3. TRANSFER $98,946 from Fund No. 664, Department No. 46, Account No. W201 to the following, for the period of September 1, 2004 through June 30, 2005:

Dept/Fund	Account	Title	Amount
70/100	1012	Salaries - Sworn	$39,270
70/100	1092	Salaries - Overtime	25,046
12/100	1010	Salaries - General	34,630

and TRANSFER cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the MCJPO.

4. REQUEST the Controller to establish new appropriation accounts within Fund No. 664, as required, and to transfer funding from prior years, funds and accounts as follows:

From:	Dept/Fund	Account	Amount
	46/664	9901	$ 9,878
	46/664	W170	9,878
	46/664	T201	5,317
	46/664	9905	22,805

To:	Dept/Fund	Account	Amount
	46/664	W170	$ 9,878
	70/100	1012	9,878
	12/100	1010	5,317
	46/664	W202	22,805

and TRANSFER cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the MCJPO.

5. RESOLVE that continued Employment Authority in the Police Department, for the period of September 1, 2004 through June 30, 2005, for the following positions, is APPROVED:

No	Class	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

6. APPROVE the Memorandum of Agreement (MOA) between the City fo Los Angeles and the County of Los Angeles (County) for the period of September 1, 2004 through August 31, 2005, for a total amount of $200,991 and authorize the MCJPO to execute the respective MOA, subject to the review and approval of the City Attorney as to form and legality.

7. AUTHORIZE the MCJPO to disperse $200,911 from Fund No. 664, Department No. 46, Account No. W202, to the County, in accordance with the MOA described in recommendation No. 6. The amount of $80,363 is provided for the District Attorney's Office, $73,671 or the Probation Department and $46,877 for the Sheriff's Department.

8. INSTRUCT the City Clerk to place on a Council Agenda for July 1, 2005 , or as soon thereafter as possible, the following recommendations:

   A. TRANSFER $19,791 from Fund No. 664, Account No. W201, to the following, for the period of July 1, 2005 through August 31, 2005:

Dept/Fund	Account	Title	Amount
70/100	1012	Salaries - Sworn	$ 7,859
70/100	1092	Salaries - Overtime	5,006
12/100	1010	Salaries - General	6,926

and TRANSFER cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the MCJPO.

B. RESOLVE that continued Employment Authority in the Police Department, for the period of July 1, 2005 through August 31, 2005, for the following positions, is APPROVED:

No	Class	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

9. AUTHORIZE the MCJPO to prepare Controller's 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: The City Administrative Officer (CAO) reports that the total cost of the 2004-05 CLEAR Program for all areas is approximately $2,641,253. Program participation requires in-kind resources from both the Los Angeles Police Department (LAPD) and the City Attorney that exceed the available grant funding.

The annual direct salary cost of supporting the CLEAR Program in the City Attorney's Office is approximately $1,215,521: $138,710 is provided in grants; $1,076,811 is a General Fund obligation of which $810,420 is provided in the City Attorney's Fiscal Year 2004-05 adopted budget. There is a potential additional General Fund obligation for the remaining balance of $266,391 if the City Attorney's budget is unable to absorb the total personnel expenses required to implement the program.

The annual direct salary cost of supporting the CLEAR Program in the LAPD is approximately $974,416: $150,068 is provided in grants to reimburse the City. The remaining balance of approximately $824, 350 is a General Fund obligation that has already been factored into the LAPD 2004-05 salary base. Additionally, grant funding in the amount fo $101,989 is provided for sworn overtime.

The amount of $200,911 is provided to the County for contractual services through a Memorandum of Understanding.

To implement the 2004-05 CLEAR Program in the Hollenbeck Area, the MCJPO has identified $334,843 in available funding ($296,843 in new federal grant funds and $38,000 from prior year available grant funds). The grant funding is distributed among the various agencies as follows: City Attorney - $46,873; District Attorney - $80,363; LAPD - $87,059; Probation Department - $73,671; and Sheriff's Department - $46,877.

The General Fund obligation for the entire CLEAR Program for all areas could be reduced if the MCJPO is successful in securing additional CLEAR funding for the 2004-05 program year.

Summary:

In a report dated November 19, 2004, the CAO states that the MCJPO has requested authority to accept and implement the eighth year funding for the CLEAR Program. The CLEAR

Program is a partnership between the City and County to combat gang violence in the City of Los Angeles. The City has received new grants over the past seven years in amounts ranging from $1.8 million to $3 million to implement the program in various sites. A grant amount of $544,212 for the 2004-05 program year is expected at this time: $296,843 is being provided for the Hollenbeck area and $247,369 is anticipated for East Los Angeles. The MCJPO intends to continue to look into possibilities for additional funding.

The CAO states that the remaining CLEAR sites may have a 12-month funding gap from September 1, 2004 through August 31, 2005. However, the City Attorney and LAPD are continuing services in these areas.

To implement the Hollenbeck program, the MCJPO has requested approval to: 1) accept $296,843 from the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) for the period of September 1, 2004 through August 31, 2005; 2) transfer $38,000 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund to current fiscal year accounts; 3) authorize continued Employment Authority for ten positions in the LAPD; and, 4) approve an MOA between the City and the County for this program. $200,911 in Contractual Services funding will be provided to the County for this program.

At its regular meeting on December 6, 2004, the Public Safety Committee discussed this matter and concurred in the recommendations of the CAO. On December 15, 2004, the Personnel Committee concurred; and on January 11, 2005, the Budget and Finance Committee concurred. This matter is now being forwarded to Council for consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

MEMBER	VOTE
MISCIKOWSKI	YES
REYES	ABSENT
PARKS	YES
WEISS	ABSENT
ZINE	YES

PERSONNEL COMMITTEE

MEMBER	VOTE
ZINE	YES
VILLARAIGOSA	ABSENT
GREUEL	YES

BUDGET AND FINANCE COMMITTEE

MEMBER	VOTE
PARKS	YES
MISCIKOWSKI	ABSENT
CARDENAS	YES
SMITH	YES
GARCETTI	ABSENT

RPT.

ADOPTED

JAN 25 2005

LOS ANGELES CITY COUNCIL

AB
1-18-2005

MAYOR WITH FILE

COUNCIL VOTE

Jan 25, 2005 10:24:49 AM, #3

Items for Which Public Hearings Have Been Held - Items 10-26
Voting on Item(s): 12-15,17-20,23-26
Roll Call

CARDENAS	Absent
GARCETTI	Absent
GREUEL	Yes
HAHN	Absent
LABONGE	Yes
LUDLOW	Yes
MISCIKOWSKI	Yes
PARKS	Absent
PERRY	Yes
REYES	Yes
SMITH	Yes
VILLARAIGOSA	Yes
WEISS	Absent
ZINE	Yes
*PADILLA	Yes

Present: 10, Yes: 10 No: 0

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 12-6-04

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Cindy Miscikowski, Chair	✓		
Councilmember Reyes			✓
Councilmember Weiss			✓
Councilmember Parks	✓		
Councilmember Zine	✓		

Remarks app CAO recs

A. Bass, Legislative Assistant ---------- 978-1073 Telephone

On 12/15/04 Personnel Committee Concurred (Zine + Greuel present)

1/11/05 - Budget + Finance Committee (Parks - Cardenas - Smith) Concurred.

01-0318

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: *November 19, 2004*

CAO File No. 0130-00371-0023
Council File No. 01-0318
Council District:

To: The Mayor
The Council

From: William T Fujioka, City Administrative Officer

Reference: Mayor's Criminal Justice Planning Office transmittal dated September 20, 2004

Subject: **YEAR EIGHT FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) PROGRAM TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM**

SUMMARY

The Mayor's Criminal Justice Planning Office (CJPO) has prepared a request to implement the eighth year of the Community Law Enforcement and Recovery (CLEAR) program. The CLEAR program is a partnership between the City and County to combat gang violence in Los Angeles. The City has received new grants over the past seven years in amounts ranging from $1.8 million to $3 million to implement the program in various sites.

A grant amount of $544,212 for the 2004-05 program year is expected at this time: $296,843 is provided for Hollenbeck and $247,369 is anticipated for East Los Angeles. The CJPO intends to continue to look into possibilities for additional funding. The remaining CLEAR sites may have a 12-month funding gap (September 1, 2004 to August 31, 2005). However, the City Attorney and Police Department are continuing services in these areas. Additional detail is provided in the Discussion section of this report, the attached Budget Summary and in correspondence from CJPO, attached.

This report will address the Hollenbeck program. A future report will address the East Los Angeles program.

To implement the Hollenbeck program, the CJPO requests approval to:

- Accept $296,843 from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) for the period of September 1, 2004, through August 31, 2005;
- Transfer $38,000 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund, Fund 664 to current fiscal year accounts;
- Authorize ten resolution authority positions in the Police Department; and,
- Approve a Memorandum of Agreement between the City and the County of Los Angeles for this program. $200,911 in Contractual Services will be provided to the County for this program.

PUBLIC SAFETY

PERSONNEL

BUDGET AND FINANCE

NOV 24 2004

RECEIVED
CITY CLERK'S OFFICE

2004 NOV 23 AM 10: 33

CITY CLERK

BY _____ DEPUTY

Our Office recommends acceptance of the grant.

RECOMMENDATIONS

That Council, subject to the approval of the Mayor:

1. Authorize the Mayor's Criminal Justice Planning Office (CJPO) to accept on behalf of the City, funding in the amount of $296,843 from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) to continue the City/County CLEAR program in the Hollenbeck area, and to execute the grant agreement, subject to the approval of the City Attorney as to form and legality;

2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department 46, and appropriate funding provided from the OJJDP, as follows:

Account No.	Account Name	Amount
W201	Personnel Services	$118,737
W202	Contractual Services	178,106
Total		$296,843

3. Request the Controller to transfer $98,946 from Fund No. 664, Department 46, Account No. W201, to the following, for the period of September 1, 2004 through June 30, 2005:

Department/Fund	Account No.	Account Name	Amount
70/100	1012	Salaries, Sworn	$39,270
70/100	1092	Salaries, Overtime	25,046
12/100	1010	Salaries, General	34,630
Total			$98,946

Transfer cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the CJPO;

4. Request the Controller to establish new appropriation accounts within Fund No. 664, as required, and to transfer funding from prior years, funds and accounts as shown below:

From: Department/ Fund	Account No.	To: Department/ Fund	Account No.	Amount
46/664	9901	46/664	W170	$9,878
46/664	W170	70/100	1012	$9,878
46/664	T201	12/100	1010	$5,317
46/664	9905	46/664	W202	$22,805

Transfer cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of CJPO;

5. Resolve that employment authority is continued in the Police Department for the period of September 1, 2004 though June 30, 2005, for the following positions:

Class No.	Class Title	No.
2227-2	Sergeant II	4
2223-2	Detective II	3
2223-3	Detective III	3
Total		10

6. Approve the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles (County) for the period of September 1, 2004 to August 31, 2005, for a total amount of $200,911 and authorize the CJPO to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality;

7. Authorize the CJPO to disperse $200,911 from Fund No. 664, Department 46, Account No. W202 to the County in accordance with the MOA described in Recommendation No. 6. The amount of $80,363 is provided for the District Attorney's Office, $73,671 for the Probation Department and $46,877 for the Sheriff's Department;

8. Instruct the City Clerk to place on a Council Agenda for July 1, 2005, or as soon thereafter as possible, the following recommendations:

   a) Request the Controller to transfer $19,791 from Fund No. 664, Account No. W201, to the following, for the period of July 1, 2005 through August 31, 2005:

Department/Fund	Account No.	Account Name	Amount
70/100	1012	Salaries, Sworn	$ 7,859
70/100	1092	Salaries, Overtime	5,006
12/100	1010	Salaries, General	6,926
Total			$19,791

   Transfer cash to Fund No. 100, Department Nos. 12 and 70, on an as needed basis supported by proper documentation and proper demand of the CJPO.

   b) Resolve that continued employment authority is approved in the Police Department for the period of July 1, 2005, through August 31, 2005, for the following positions:

Class No.	Class Title	No.
2227-2	Sergeant II	4
2223-2	Detective II	3
2223-3	Detective III	3
Total		10

9. Authorize the CJPO to prepare Controller's 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

The total cost of the 2004-05 Community Law Enforcement and Recovery (CLEAR) program for all areas is approximately $2,641,253. Program participation requires in kind resources from both the Police Department and the City Attorney that exceed the available grant funding.

The annual direct salary cost of supporting the CLEAR program in the City Attorney is approximately $1,215,521: $138,710 is provided in grants; $1,076,811 is a General Fund obligation of which $810,420 is provided in the City Attorney's Fiscal Year 2004-05 adopted budget. There is a potential additional General Fund obligation for the remaining balance of $266,391 if the City Attorney's budget is unable to absorb the total personnel expenses required to implement the program.

The annual direct salary cost of supporting the CLEAR program in the Police Department is approximately $974,416: $150,068 is provided in grants to reimburse the City. The remaining balance of approximately $824,350 is a General Fund obligation that has already been factored into the Police Department's 2004-2005 salary base. Additionally, grant funding in the amount of $101,989 is provided for sworn overtime.

The amount of $200,911 is provided to the County for contractual services through a Memorandum of Understanding.

To implement the 2004-05 CLEAR Program in the Hollenbeck Area, which is the subject of this report and the recommendations in this report, the Mayor's Criminal Justice Planning Office (CJPO) has identified $334,843 in available funding ($296,843 in new federal grant funds and $38,000 from prior year available grant funds). The grant funding is distributed among the various agencies as follows: City Attorney - $46,873; District Attorney - $80,363; Police Department - $87,059; Probation Department - $73,671; and Sheriff's Department - $46,877.

The General Fund obligation for the entire CLEAR program for all areas could be reduced if the CJPO is successful in securing additional CLEAR funding for the 2004-05 program year.

WTF:BLT:04050061c

Attachments

DISCUSSION

1. **Basis for Report**
The Mayor's Criminal Justice Planning Office (CJPO) has prepared a request to implement the eighth year of the Community Law Enforcement and Recovery (CLEAR) program. On September 29, 2004, the Mayor's Office requested the City Administrative Officer prepare a report for the Mayor and the Council.

2. **Background**
The CLEAR Program is a multi-jurisdictional program that brings together law enforcement, government and community agencies to combat gang violence in Los Angeles. Core participants include the following: City Attorney, City Council Offices, District Attorney, Mayor's Office, Police Department, Probation Department, Sheriff's Department and community residents and stakeholders. Various sites have been selected and added to the program over the years in an attempt to target specific areas that have gang activity.

There are several elements to the CLEAR program model. The Police Department deploys officers to address visible gang activity in the affected neighborhood. The Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys prosecute gang members in targeted areas. Through a Community Impact Team, community members and law enforcement work together on local priorities and strategies. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth at risk for gang affiliation.

3. **Memorandum of Agreement**
The CJPO will administer a Memorandum of Agreement (MOA) between the City and the County. The City, as the grant recipient, is designated as the fiscal agent, and the County will submit invoices to the City for services rendered. The total payment from the City to the County as prescribed in the MOA is $200,911 for the 2004-05 program year. The amount of $178,106 is provided by the OJJDP and $22,805 is provided from prior year program savings. Specifically, the funding in the MOA includes $80,363 for the District Attorney, $73,671 for the Probation Department and $46,877 for the Sheriff's Department. The County will provide the City quarterly project status reports including planned work, project status updates and accomplishments and a description of outstanding issues and potential resolutions.

4. **Funding Sources**
Funding for the CLEAR program for the eighth year is expected to be assembled from various sources. The approximate cost for the eighth year program is $2,641,253. To date, $740,094 is available for the 2004-05 program as follows:

Source	Amount
OJJDP - Hollenbeck	$296,843
OJJDP – East Los Angeles	247,369
CJPO (Prior Year grant and savings)	195,882
Total	$740,094

This represents a $1,898,656 reduction in grant funding compared to the $2,638,750 provided in the 2003-04 program year. The CJPO anticipates $3 million in federal funds to support CLEAR sites in the 2005-06 program year.

Hollenbeck Program
The amount of $334,843 is available to implement the Hollenbeck program: $296,843 is available through OJJDP (of which $178,106 is for County and $118,737 is for City Departments) and $38,000 is rollover funding from prior year CLEAR budgets (of which $22,805 is for County Departments contracts and $15,195 is for City Departments).

5. **Distribution of Funds within City Departments**

City Attorney
The City Attorney will receive $41,556 from OJJDP and $5,317 from prior year CLEAR savings for a total of $46,873 to support the Hollenbeck program.

To continue City Attorney support in other CLEAR sites, as well as Hollenbeck, fifteen resolution authority positions (seven Deputy City Attorney II, three Deputy City Attorney III, three Law Clerk, one Legal Assistant and one Legal Secretary II) are approved as part the 2004-05 Personnel Authority Resolution (C.F. 04-1700). In the past few years, funding for eleven of these positions was provided in the City Attorney's adopted budget while funding for four positions was provided by the CLEAR grant, to varying degrees.

The total direct annual cost of these positions for the 2004-05 program year is $1,215,521. $810,420 is provided in the Department's adopted budget for eleven positions. The direct annual salary cost for the remaining four positions is $405,101. To partially offset the salaries for these positions, the Hollenbeck grant will provide $41,556, prior year grant and other old year monies will provide $57,200 and $5,317 respectively and the East Los Angeles Area grant is expected to provide $34,637 for a total amount of $138,710. The remaining balance of approximately $266,391 is a potential General Fund obligation.

Police Department
The Police Department will receive $77,181 from OJJDP and $9,878 from prior year CLEAR savings for a total of $87,059 to support the Hollenbeck program.

Ten resolution authority positions (four Sergeant II, three Detective II and three Detective III positions) in the Police Department are required to implement the CLEAR program in various sites in 2004-05. Continuing resolution authority is required for these ten positions.

The direct annual salary cost of these ten positions in the Police Department is $974,416. To partially offset the salaries for these positions, the Hollenbeck grant will provide $47,129, prior year grant and other old year monies will provide $45,932 and $9,878, respectively and the East Los Angeles Area grant is expected to provide $47,129 for a total of $150,068. The remaining balance of approximately $824,348 is a General Fund obligation that has already been factored into the Police Department's 2004-2005 salary base. For sworn overtime costs, the Hollenbeck grant will provide $30,052, prior year grants will provide $54,750 and the East Los Angeles Area grant is expected to provide $17,187 for a total of $101,989.

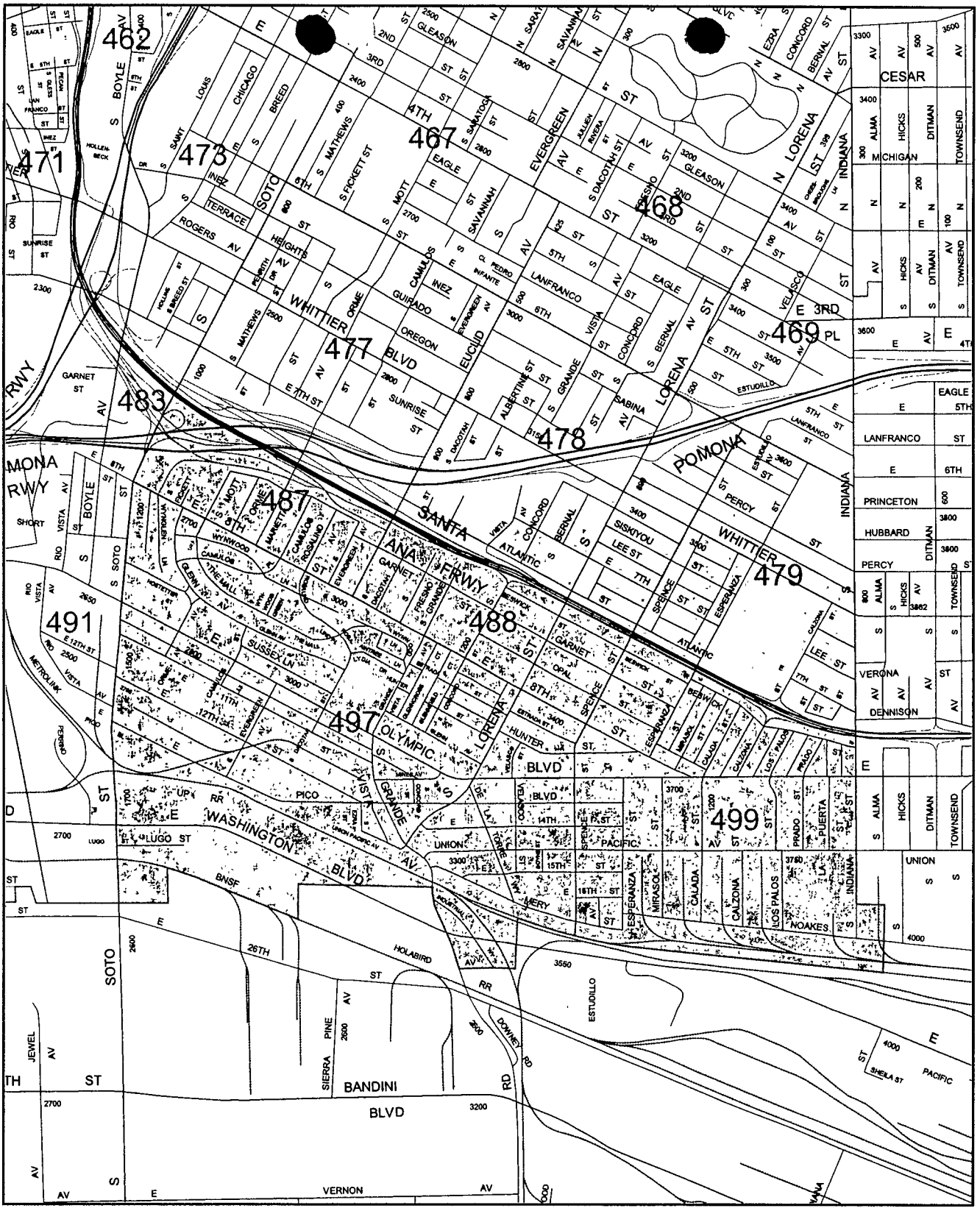
BUDGET SUMMARY:
YEAR EIGHT COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR)
GRANT FUNDING AND EXPENDITURES

CLEAR – Eighth Year Program Cost (2004-05)	
City Attorney – Direct salary costs	$1,215,521
Police – Sworn, Direct salary costs	974,416
Police – Sworn, Overtime	101,989
L. A. County – Contractual Services	349,327
Total	$2,641,253
Sources of Grant Funds	
U.S. Department of Justice, new grant funds	$544,212
Prior year CLEAR program savings/rollover	195,882
Total	$740,094
Distribution of Grant Funds	
City Attorney, Salaries, General	$138,710
Police, Sworn Salaries	150,068
Police, Sworn Overtime	101,989
L.A. County District Attorney (Hollenbeck)	80,363
L.A. County Probation Department (Hollenbeck)	73,671
L.A. County Sheriff (Hollenbeck)	46,877
L.A. County District Attorney (East Los Angeles)	59,368
L.A. County Probation Department (East Los Angeles)	54,416
L.A. County Sheriff (East Los Angeles)	34,632
Total	$740,094
General Fund "in-kind Expenditures	
City Attorney Salaries	$1,076,811
Police, Sworn Salaries	824,348
Total	$1,901,159

BUDGET SUMMARY:
COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR)
GRANT FUNDING AND EXPENDITURES

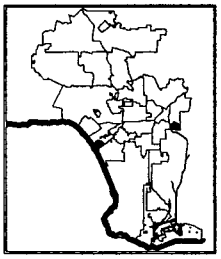
HOLLENBECK PROGRAM

CLEAR – 2003-04 Program Cost (Initial Program Year)	
City Attorney – Direct salary costs	$132,208
Police – Sworn, Direct salary costs	$106,726
Police – Sworn, Overtime	$139,929
L. A. County – Contractual Services	$614,637
Total	$993,500
Sources of Grant Funds	
U.S. Department of Justice, new grant funds	$993,500
CLEAR – 2004-05 Program Cost	
City Attorney – Direct salary costs	$46,873
Police – Sworn, Direct salary costs	$47,129
Police – Sworn, Overtime	$39,930
L. A. County – Contractual Services	200,911
Total	$334,843
Sources of Grant Funds	
U.S. Department of Justice, new grant funds	$296,843
Prior year CLEAR program savings/rollover	$38,000
Total	$334,843



The Community Law Enforcement and Recovery (CLEAR) Program

Hollenbeck CLEAR



LAPD Primary Area

LAPD Secondary Area

0 0.1 0.2 0.3 Miles

Street Data Copyright © by Thomas Bros. Maps

Prepared by LAPD/PRD/GIS MAPPING 08 05 03

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Office of Juvenile Justice and Delinquency Prevention

Grant

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Los Angeles
200 N Spring Street, SW Mezzanine, Room M175
Los Angeles, CA 90012-1780

4 AWARD NUMBER: 2004-JL-FX-0059

5. PROJECT PERIOD: FROM 09/01/2004 TO 08/31/2005

BUDGET PERIOD: FROM 09/01/2004 TO 08/31/2005

6. AWARD DATE 09/03/2004

7 ACTION: Initial

1A GRANTEE IRS/VENDOR NO.
956000735

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3 PROJECT TITLE
FY 2004 OJJDP Congressional Earmark Program

10. AMOUNT OF THIS AWARD $ 296,843

11. TOTAL AWARD $ 296,843

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 42 USC 5601 et seq

15. METHOD OF PAYMENT

LOCES

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Deborah J Daniels Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James Hahn Mayor
17 SIGNATURE OF APPROVING OFFICIAL Deborah J Daniels	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	F	JL	70	00	00		296843

21. JL04T00135

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

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

PROJECT NUMBER 2004-JL-FX-0059 AWARD DATE 09/03/2004

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. 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 OJP.

5. The recipient shall submit one copy, as well as a computer diskette in Corel or compatible format, of any final reports, publications, etc., and the master tape and/or electronic file for any video, CD or DVD products developed with or in response to funds awarded to the recipient by OJJDP. Any publications or products, whether published at the recipient's or government's expense, shall contain the following statements:

   This project was supported by Grant No. 2004-JL-FX-0059 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

   The current edition of the OJP Financial Guide provides guidance on allowable printing activities.

   The recipient must submit to OJJDP all grant-funded reports and products for review and comment prior to publication. All such reports and products may display the OJJDP logo on the cover (or other location) with the agreement of the program office.

6. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.

7. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

SPECIAL CONDITIONS

8. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

9. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

11. The recipient agrees not to obligate, expend or drawdown funds on this award until they have submitted all delinquent financial reports and a Grant Adjustment Notice has been issued to remove this special condition.

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, on _____, the Council of the City accepted FY2003-04 funding from the Office of Juvenile Justice Delinquency Prevention, for the development and implementation of the **Community Law Enforcement and Recovery (CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Chairperson of the CLEAR Executive Steering Committee and Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon September 1, 2004 and shall expire on August 31, 2005, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department, respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of **$200,911** ($178,106 funding from the Office of Juvenile Justice Delinquency Prevention ans $22,805 funding from the remaining operating budget from CLEAR III), of which $46,877 is for the Sheriff's Department, $80,363 is for the District Attorney, and $73,671 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit B.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

For the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation

Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Nancy Lidamore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District Attorney's Office

Captain Peter Amico, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or his designee:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change, which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change that affects the scope of work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the indemnifying party and its subcontractors operations and services, which result from bodily and/or personal injury, death, or

property damage (including physical damage to indemnifying party and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g., City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed prior to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Chief Probation Officer, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____

By _____

Lee Baca
Sheriff

Date:

By _____

Richard Shumsky
Chief Probation Officer

Date:

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____

CITY OF LOS ANGELES
a municipal corporation

By _____
Josehp G. Jackson
Director, Mayor's Criminal Justice Planning

Date: _____

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____

ROCKARD J. DELGADILLO
City Attorney

By _____
Assistant City Attorney

Date: _____

CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

September 20, 2004

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

Re: Acceptance of the Grant Award from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program - Council File No. 01-0318

Contact: Joseph G. Jackson x8-0714

Transmitted herewith for consideration by the City Council is a proposed Standard Agreement between the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the City of Los Angeles. The grant award funding is for $296,843 for a term of one year from September 1, 2004 to August 31, 2005.

The grant award provides funding to implement the City/County Community Law Enforcement and Recovery (CLEAR) Program in the Hollenbeck Area. CLEAR is a unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police Department, the Sheriff's Department, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders.

In the CLEAR model: the Los Angeles Police Department deploys officers to address visible gang activity in the affected neighborhoods; the Los Angeles Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity; Probation officers participate in special operations to ensure that gang members receive appropriate conditions of probation; the District Attorney and the City Attorney vigorously prosecute gang members in the target areas; and a

PUBLIC SAFETY

SEIU 347

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

PERSONNEL

OCT 6 - 2004

RECEIVED
CITY CLERK'S OFFICE

2004 SEP 30 AM 10: 14

CITY CLERK
BY _____
DEPUTY

Community Impact Team in which community and law enforcement agencies work together on local strategies to help facilitate neighborhood recovery. The CLEAR Team also coordinates with local intervention and prevention programs (such as L.A. Bridges) to re-direct youth at risk for gang affiliation. The Mayor's Criminal Justice Planning Office has oversight of project implementation, including grant management, monitoring, technical assistance, operational support to the City and County partner agencies, and acting as a liaison between the City and the OJJDP.

Transmitted also for consideration by City Council is a Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles to provide for the implementation of the CLEAR Program. The Memorandum of Agreement describes the partnership between the City of Los Angeles and three County Departments. Specifically the District Attorney's Office, the Sheriff's Department, and the Probation Department. The combined funding for these three entities ($200,911) is included in the OJJDP funding ($178,106) and funding from the remaining operating budget from CLEAR III ($22,805). The Memorandum of Agreement includes $80,363 for the District Attorney's Office, $46,877 for the Sheriff's Department, and $73,671 for the Probation Department.

IT **IS THEREFORE REQUESTED** that the City Council and the Mayor:

(1) **ACCEPT** funding in the amount of $296,843 from the Office of Juvenile Justice and Delinquency Prevention to conduct the CLEAR Program for the period of September 1, 2004 to August 31, 2005, subject to the approval of the City Attorney as to form and legality.

(2) **ESTABLISH** new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, Department 46, and appropriate funding provided from the Office of Juvenile Justice and Delinquency Prevention, as follows:

W201 - Personnel Services	$118,737
W202 - Contractual Services	$178,106

(3) **REQUEST** the Controller to transfer:

(a) $98,946 from Fund 664, Department 46, Account W201, as follows:

GENERAL FUND 100, DEPARTMENT 70 (September 1, 2004 to June 30, 2005)

Police Dept., Salaries Sworn, Account 1012	$39,270
Police Dept., Overtime, Account 1092	$25,046

GENERAL FUND 100, DEPARTMENT 12 (September 1, 2004 to June 30, 2005)
City Attorney, Salaries General Account No. 1010 $34,630

(b) $19,791 from Fund 664, Department 46, Account W201, on July 1, 2005 as follows:

GENERAL FUND 100, DEPARTMENT 70 (July 1, 2005 to August 31, 2005)
Police Dept., Salaries Sworn, Account 1012 $7,859
Police Dept., Overtime, Account 1092 $5,006

GENERAL FUND 100, DEPARTMENT 12 (July 1, 2005 to August 31, 2005)
City Attorney, Salaries General Account No. 1010 $6,926

Transfer cash to Fund No. 100, Departments 70 and 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(4) REQUEST the Controller to transfer the total amount of $9,878 within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, as follows (this funding is derived from the remaining operating budget from CLEAR III):

From 9901 to W170 $9,878

GENERAL FUND 100, DEPARTMENT 70

Police Dept., Salaries Sworn, Account 1012 $9,878

Transfer cash to Fund No. 100, Department 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(5) REQUEST the Controller to transfer the amount of $22,805 within Fund 664, Department 46 from Account 9905 to Account W202 for the partnership between the City of Los Angeles and three County Departments. Specifically the District Attorney's Office, the Sheriff's Department, and the Probation Department (this funding is derived from the remaining operating budget from CLEAR III).

(6) REQUEST the Controller to transfer the amount of $5,317 within Fund 664, Department 46 from Account T201 to Fund 100, Department 12, Account 1010 (this funding is derived from the remaining operating budget from CLEAR III).

(7) **AUTHORIZE** the Mayor's Criminal Justice Planning Office to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Office, and instruct the Controller to implement the instructions.

(8) **RESOLVE** that employment authority is approved in the Los Angeles Police Department for the period September 1, 2004 through August 30, 2005:

NO.	CODE	CLASSIFICATION
1	2227-2	Sergeant II
1	2223-2	Detective II
1	2223-3	Detective III

(9) **APPROVE** the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2004 to August 30, 2005, for a total of **$200,911** with funding from the Office of Juvenile Justice Delinquency Prevention and with funding from derived from the remaining operating budget from CLEAR III:($80,363 for the District Attorney's Office, $46,878 for the Sheriff's Department, and $73,671 for the Probation Department); authorize the Director of the Mayor's Criminal Justice Planning Office to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality.

Very truly yours,

JAMES K. HAHN
Mayor

JKH:kh

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Office of Juvenile Justice and Delinquency Prevention

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Los Angeles
200 N. Spring Street, SW Mezzanine, Room M175
Los Angeles, CA 90012-1780

4. AWARD NUMBER: 2004-JL-FX-0059

5. PROJECT PERIOD: FROM 09/01/2004 TO 08/31/2005

BUDGET PERIOD: FROM 09/01/2004 TO 08/31/2005

6. AWARD DATE 09/03/2004

7. ACTION: Initial

1A GRANTEE IRS/VENDOR NO
956000735

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3 PROJECT TITLE
FY 2004 OJJDP Congressional Earmark Program

10. AMOUNT OF THIS AWARD $ 296,843

11. TOTAL AWARD $ 296,843

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 42 USC 5601 et seq

15 METHOD OF PAYMENT

LOCES

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Deborah J Daniels
Assistant Attorney General

17 SIGNATURE OF APPROVING OFFICIAL

Deborah J Daniels

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

James Hahn
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	F	JL	70	00	00		296843

21. JL04T00135

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

OJP FORM 4000/2 (REV 4-88)

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS **Office of Juvenile Justice and Delinquency Prevention**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 2 OF 3

PROJECT NUMBER 2004-JL-FX-0059 AWARD DATE 09/03/2004

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. 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 OJP.

5. The recipient shall submit one copy, as well as a computer diskette in Corel or compatible format, of any final reports, publications, etc., and the master tape and/or electronic file for any video, CD or DVD products developed with or in response to funds awarded to the recipient by OJJDP. Any publications or products, whether published at the recipient's or government's expense, shall contain the following statements:

   This project was supported by Grant No. 2004-JL-FX-0059 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

   The current edition of the OJP Financial Guide provides guidance on allowable printing activities.

   The recipient must submit to OJJDP all grant-funded reports and products for review and comment prior to publication. All such reports and products may display the OJJDP logo on the cover (or other location) with the agreement of the program office.

6. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.

7. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

PROJECT NUMBER 2004-JL-FX-0059 AWARD DATE 09/03/2004

SPECIAL CONDITIONS

8. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

9. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

11. The recipient agrees not to obligate, expend or drawdown funds on this award until they have submitted all delinquent financial reports and a Grant Adjustment Notice has been issued to remove this special condition.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Office of Juvenile Justice and Delinquency Prevention

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

Grant

PROJECT NUMBER	PAGE 1 OF 1
2004-JL-FX-0059	

This project is supported under 42 USC 5601 et seq

1 STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Jennifer I. Hsieh (202) 616-9135	Kimberly Hee Grant Manager 200 Spring Street Room M-175 Los Angeles, CA 90012-1780 (213) 978-0708

3a TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
FY 2004 OJJDP Congressional Earmark Program	

4. TITLE OF PROJECT

FY 2004 OJJDP Congressional Earmark Program

5 NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
City of Los Angeles 200 N. Spring Street, SW Mezzanine, Room M175 Los Angeles, CA 90012-1780	

7 PROGRAM PERIOD	8. BUDGET PERIOD
FROM. 09/01/2004 TO: 08/31/2005	FROM: 09/01/2004 TO: 08/31/2005

9. AMOUNT OF AWARD	10 DATE OF AWARD
$ 296,843	09/03/2004

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)

The City of Los Angeles' Community Law Enforcement and Recovery (CLEAR) Program aims to reduce gang crime in the Hollenbeck area by: 1) facilitating effective collaboration among criminal justice agencies and 2) engaging residents and the community in crime reduction efforts. The Hollenbeck Area, spanning approximately 15 square miles, has thirty-four identified gangs and more than 7,000 Los Angeles Police Department-documented gang members. The CLEAR Operational Team members (law enforcement personnel, prosecutors, and probation officers) develop six-month plans; ongoing contacts and strategy meetings (twice a month) to guide the team's program implementation. The Community Impact Teams engage the community in the recovery process, providing a specific focus on quality of life issues, such as graffiti, trash pick-up, and loitering juveniles outside liquor stores.

The grantee will report on numbers of arrests, probation arrests and violations, established criminal justice collaborations and reduction in overall gang crime in the Hollenbeck site. The grantee will report their progress to OJJDP in their Categorical Assistance Progress Reports.NCA/NCF

U.S. Department of Justice
Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Donn Davis, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for City of Los Angeles

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met.

The activities covered by this special condition are:

a. new construction;

b. minor renovation or remodeling of a property either;

(1) listed on or eligible for listing on the National Register of Historic Places or;

(2) located within a 100-year flood plain;

c. a renovation, lease, or any other proposed use of a building or facility that will either;

(1) result in a change in its basic prior use or;

(2) significantly change its size and;

d. Implementation of a new program involving the use of chemicals other than chemicals that are;

(1) purchased as an incidental component of a funded activity and;

(2) traditionally used, for example, in office, household, recreational, or education environments.

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 3, 2004

The Honorable James Hahn
City of Los Angeles
200 N. Spring Street, SW Mezzanine, Room M175
Los Angeles, CA 90012-1780

Dear Mayor Hahn:

On behalf of Attorney General John Ashcroft, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2004 OJJDP Congressional Earmark Program in the amount of $296,843 for City of Los Angeles.

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, Jennifer I. Hsieh, Program Manager at (202) 616-9135; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Deborah J. Daniels
Assistant Attorney General

Enclosures

U.S. Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C 20531

September 3, 2004

The Honorable James Hahn
City of Los Angeles
200 N. Spring Street, SW Mezzanine, Room M175
Los Angeles, CA 90012-1780

Dear Mayor Hahn:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. section 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 8136, Washington, D.C. 20531.

Additional Instructions For Grantees Receiving $500,000 Or More:

1 In accordance with Assurance No. 15, each grantee that receives $500,000 or more (or $1,000,000 in an 18- month period), and has 50 or more employees, must **submit** an Equal Employment Opportunity Plan (EEOP)within 60 days from the date of this letter to OCR at the above address.

2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The Seven-Step Guide to the Design and Development of an EEOP will assist you in completing this requirement. The Seven-Step Guide and EEOP Short Form may be downloaded from OCR's home page on the Internet (http://www.ojp.usdoj.gov/ocr/).

3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

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[1] If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within the past two years, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OC

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days. This Certification Form may also be downloaded from OCR's home page on the Internet.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving $25,000 Or More, But Under $500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives $25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded $1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

Additional Instructions For Grantees Receiving Under $25,000:

5. A recipient of under $25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEOP) in accordance with Assurance No. 15. No Certification is required.

Instructions for All Grantees:

6. In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Acting Director, Office for Civil Rights

cc: Grant Manager
Financial Analyst

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[2] The employment practices of certain Indian tribes are not covered by Title VII of the Civil Rights Act of 1964, 4

U.S. Department of Justice
Office of Justice Programs
Office of Comptroller

Washington, D.C. 20531

The Honorable James Hahn
Mayor
200 N. Spring Street, SW Mezzanine, Room M175
Los Angeles, CA 90012 - 1780

Reference Grant Number: 2004-JL-FX-0059

Dear Mayor Hahn:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	BUDGET
PERSONNEL	$114,091
FRINGE BENEFITS	$4,646
TRAVEL	$0
EQUIPMENT	$0
SUPPLIES	$0
CONSTRUCTION	$0
CONTRACTUAL	$178,106
OTHER	$0
TOTAL DIRECT COST	$296,843
INDIRECT COST	$0
TOTAL PROJECT COST	$296,843
Federal Funds Approved:	$296,843
Non-Federal Share:	$0

If you have questions regarding this award, please contact:

- Program Questions, Jennifer I. Hsieh, Program Manager at (202) 616-9135; and

- Financial Questions, the Office of the Comptroller, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Cynthia J. Schwimer
Comptroller

U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

CLEAR Program
Mayor's Criminal Justice Planning Office
200 North Spring Street
Room M175
Los Angeles, CA 90012

RECEIVED
APR 12 2004
MAYOR'S OFFICE/CJPO

Attn: Kimberly Hee--Grant Specialist

Dear Ms. Hee:

As identified in the Conference Report accompanying the FY2004 Consolidated Appropriations (Public Law 108-199), the Office of Juvenile Justice and Delinquency Prevention (OJJDP) invites the CLEAR Program to submit an application for funding in the amount of $296,843, which reflects the required rescissions of 0.465 percent and 0.59 percent.

OJJDP requires that applications for funding be submitted through the Internet using the Office of Justice Programs' online Grants Management System (GMS). The enclosed Application Guidance contains instructions for submitting your application through GMS, including details about the required content and format of the application. **Your application should be submitted under the FY 2004 OJJDP Earmarks Program.**

Please note that there are two important deadlines when submitting an online application through GMS:

- Applicants must register by May 3, 2004.
- Applicants must submit their completed, final applications by June 3, 2004.

Again, the enclosed Application Guidance provides instructions for using GMS, and a toll-free hotline (1–888–549–9901) has been established for applicants requiring technical assistance.

I hope that this information is helpful in preparing your application for funding. If you have any questions or need further information, please telephone me at (202) 616-2735.

Sincerely,

Nels Ericson

Nels Ericson
OJJDP

Enclosure

cc: Donna Ray
Sharon Wagner

City of Los Angeles
Community Law Enforcement and Recovery (CLEAR) Program

FY 2004 OJJDP Congressional Earmark Program

The primary purpose of *Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program* is to facilitate the recovery of gang-infested communities. This is accomplished by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration with City and County criminal justice agencies. The *CLEAR* Team includes the Los Angeles Police Department, the Los Angeles County Sheriff's Department, Los Angeles County Probation Department, Los Angeles City Attorney, Los Angeles County District Attorney, California Department of Corrections Parole, Los Angeles City Mayor's Criminal Justice Planning Office, Los Angeles City Council, Los Angeles County Board of Supervisors, and community stakeholders.

CLEAR has had a verifiable impact on gang activity, and on the capacity to maintain that impact. Statistically significant decreases in gang crime have occurred in the *CLEAR* target areas; community members have been meaningfully engaged in the process of community recovery; and government agencies, both within and outside the criminal justice system, have created breakthrough ways to collaborate among themselves and with these communities. The significant infusion of outside resources, combined with local contributions, has been critical to the success of this outstanding model for reclaiming and restoring our gang entrenched communities. The City of Los Angeles dedicates the OJJDP Congressional Earmark Program Award to continuing the CLEAR program in the Los Angeles Police Department's Hollenbeck Division.

Problem Statement

During 2003, the Los Angeles Police Department identified 407 active gangs. Within the City there is estimated to be 48,289 gang members. A recent trend noted by local gang experts is a rise in the gang ranks of a younger and more violent generation of members. This trend has made the aggressive recruitment of juveniles a pressing concern. Recruitment is taking place at elementary, middle and high schools throughout Los Angeles with members reaching out to children as young as nine years old. Gangs rely on attracting young people through a variety of tactics, including frightening them with threats of physical harm or enticing them with drugs, money, and recognition.

Typically, gang activities in Los Angeles involve the sale of narcotics on a continuing basis. Coupled with drug sales is the illegal acquisition and use of weapons to support trafficking. During the past year, crime trends have been

attributed to gang warfare over turf and the drug trade. Gang activity related to drugs has largely promoted group terrorism. Neighborhoods that have been invaded by gangs struggle with a repetitive cycle of crime, intimidation, and a rise in crime. Crime actively reinforced with the practice of intimidation toward witnesses further challenges suppression efforts. Threats as well as overt violence often prevent witness identification or testimony in criminal cases.

In the most affected communities, schools have been weakened and law-abiding residents and businesses have been driven away. The presence of gangs diminishes lawful community activity and the quality of life. In Los Angeles, interagency information sharing is critical to reducing the City's violent crime. Moreover, efforts must incorporate strategies of control, supervision, and treatment of gang members who repeatedly commit serious criminal acts.

CLEAR Program Sites

CLEAR was launched in November 1996 as part of President Clinton's Anti-Gang Initiative (AGI) funded by the Office of Community Oriented Policing Services (COPS) of the U.S. Department of Justice. Sentiment for the initiative was fueled by the widely publicized gang killing in September 1995 of a 3-year-old Stephanie Kuhen by members of the Avenues gang northeast of downtown Los Angeles. The first CLEAR site, in the Northeast Los Angeles Police Department (LAPD) area in which the killing occurred, became fully operational in April 1997. The, multi-agency CLEAR Operations Teams and Community Impact Teams have been well established and effective in areas of Los Angeles City and in the County of Los Angeles.

CLEAR sites have been operated in:

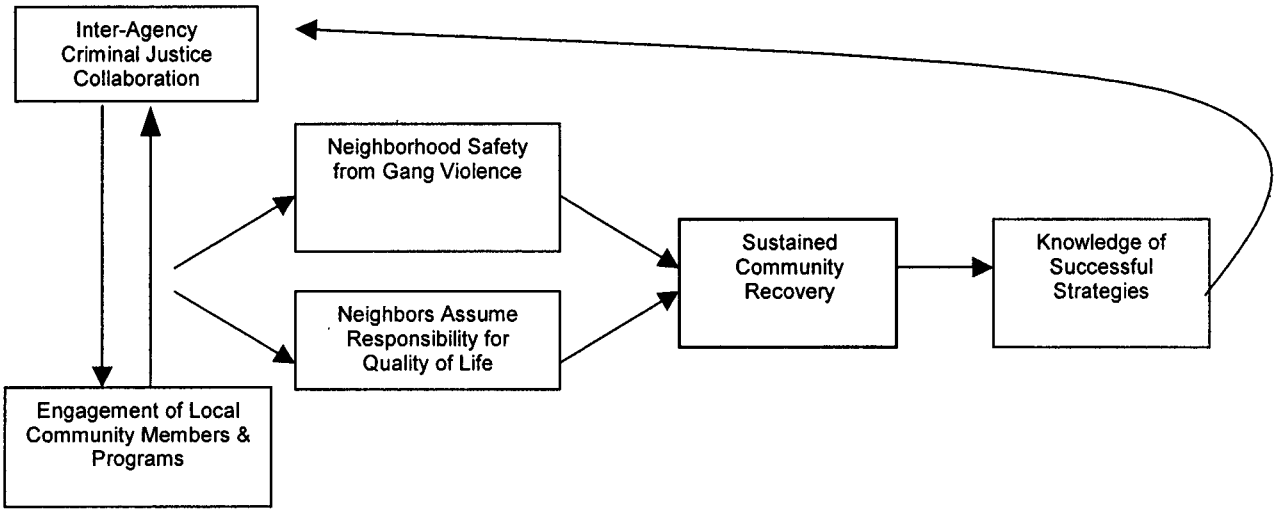
- Los Angeles Police Department Northeast Area
- Los Angeles Police Department Foothill Area
- Los Angeles Police Department Pacific Area
- Los Angeles Police Department Devonshire Area
- Los Angeles Police Department Newton Area
- Los Angeles County Sheriff's Century Station Area
- Los Angeles Police Department Hollenbeck Area
- Los Angeles County Sheriff's East Los Angeles Station Area

CLEAR sites were selected and established based on the high rate of gang crime in the area. Within each site, there is a primary target and a secondary target area. CLEAR program resources are deployed based on gang activity with the primary area receiving first attention. Target areas are identified by Los Angeles Police Department Reporting Districts (RDs). Primary target areas are comprised of 3-4 reporting districts with the highest levels of gang crime. Secondary areas are comprised of 5-9 reporting districts. Generally the secondary areas are contiguous to at least one side of the primary area.

The Hollenbeck Area is approximately 15.2 square miles. The local neighborhoods include Lincoln Heights, Montecito Heights, El Sereno, and Boyle Heights. The area has thirty-four identified gangs and the Los Angeles Police Department has documented more than 7,000 gang members. The primary target area for the deployment of CLEAR resources will be Reporting Districts 497, 487, 488 and 499. These districts are critical due to an increase in criminal activity involving the following gangs: Varrio Nuevo Estrada, 8th Street, Opal Street, and the Indiana Dukes all currently involved in ongoing feuds. This has resulted in a 13% increase in violent crime in the identified reporting districts between 2001 and 2002. Additionally, there has been a rise in shootings, assault with a deadly weapon, and attempted murder cases. The Secondary target area for the site will be reporting district 477 and 479. These districts include the White Fence and the Opal Street gangs.

The Sheriff's Department East Los Angeles Station will work closely with the Hollenbeck site by targeting a contiguous geographical area (reporting district 0275,0276, 0277, and 0278) that is controlled by Varrio Nuevo Estrada, Lil Valley, Laguna Park Vikings, King Cobra and Lot Gang. The coordination is essential, as past experience has documented that suppression efforts in a primary target area lead to increases in gang related crimes in neighboring and geographically contiguous areas.

Program Model



The CLEAR Logic Model

As the logic model diagram indicates, the CLEAR program is a gang-specific, neighborhood-specific, dynamic combination of law enforcement (including vertical prosecution) and local community engagement. The immediate results – both neighborhood safety and the community taking responsibility for its quality of life – are seen as critical elements in a lasting neighborhood recovery from the

effects of gang violence. An important additional element of the CLEAR logic model is using the lessons of older sites to improve current and future CLEAR sites and to help ensure successful replications elsewhere.

CLEAR Operational Teams

The Hollenbeck *CLEAR* site includes an Operational Team. The Team members (law enforcement personnel, prosecutors, and probation officers) develop six-month plans; ongoing contacts and strategy meetings (twice a month) guide the team's program implementation. Critical information to respond to developing situations is also discussed by the Operational Team. Monthly activity tracking reports are completed to assist each site with monitoring and revising plans and strategies. The key to success has been the immediate availability of police officers, sheriff deputies, district attorneys, city attorneys, probation and parole officers in the defined primary and secondary target areas. The Team members and their roles are outlined below:

- The Los Angeles Police Department deploys officers to address visible gang activity in the affected neighborhood;
- The Los Angeles Sheriff's Department investigates all gang related crimes that occur within the designated areas and attends community meetings and events related to CLEAR operations;
- Jail intelligence and information about parolees and other releases are obtained for the purpose of targeting the deployment of resources;
- Correction officers supervise all parolees during their re-entry into society;
- Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation;
- Probation and Parole ride-alongs with patrol officers are frequently used to enhance the identification and control of gang activity in the CLEAR site;
- Gang violence is reduced by linkages with gang injunctions and other law enforcement programs operating in CLEAR sites;
- The District Attorney's Office and City Attorney's Office designate deputies to vigorously prosecute gang members in the target area;
- Prosecutors engage in community-based and vertical prosecution; and
- CLEAR Teams share information and engage in joint special operations with federal agencies and with other state and local agencies.

CLEAR Community Impact Teams

The Hollenbeck CLEAR site also collaborates with residents. Residents from the neighborhoods with a stake in controlling gang violence are brought together with law enforcement. The role of the Community Impact Team is to help law enforcement agencies engage the community in the recovery process. The Community Impact Teams provide a specific focus on quality of life issues, such as graffiti, trash pick-up, and juveniles loitering outside liquor stores or intimidating a neighborhood. This has helped to motivate and connect residents with law enforcement. The Community Impact Team also serves to connect, the CLEAR suppression efforts to community prevention and intervention activities. Residents on the Teams have greatly expanded the ability of law enforcement agencies to partner with community organizations, public social service agencies, and private resources. The Community Impact Team aims to decrease local gang violence and to improve the quality of life in the designated neighborhood. As the team works together on local priorities and strategies, the "wall of silence" that is so often seen in gang-ridden communities can be significantly reduced.

CLEAR Executive Committee

The Clear Executive Committee provides program policy, management, and oversight for the CLEAR site. The Committee also ensures inter-agency coordination at the executive level as well as at the operational level. Each core agency is represented and the Committee meets bi-monthly. The Executive Committee reviews, evaluates and modifies strategies to reduce gang violence. Additionally, the Committee reinforces and authorizes inter-agency operational plans and provides the essential resources. Another role of the Executive Committee is training and guiding the on-going program implementation.

Goals and Objectives

For the most recent three-year period (April 2000 to March 2003), program evaluation data of the existing CLEAR sites documents a statistically significant decrease in gang crime. Aggregate findings for all sites combined show a significant decrease in gang crime within the primary areas. Also the combination of all primary and secondary areas shows a significant decrease in gang crime. For the same identified period, (April 2000 to March 2003) the District Attorney's office convicted 663 offenders stemming from 1,842 arrests made through the program by the Los Angeles Police Department and the Los Angeles Sheriff's Department. The other successful outcomes measured for the CLEAR sites include:

- Improvements in the identification, investigation, vertical prosecution and conviction of gang members in the targeted neighborhoods
- Decreases in levels of violence and improvements in quality of life perceived by community members involved in the Impact Teams

- Positive findings from analyses of crime data. Since CLEAR program began, statistically significant decreases in gang crime have occurred at all program sites in either primary or secondary or both target areas
- An unusual degree of effective cross-agency collaboration among the programs six core agencies at both executive and operational levels
- Important ties with residents and community agencies that promote gang prevention and intervention.

Based on these accomplishments, the City's goal for the OJJDP Earmarks Program Award is to reduce gang crime in the Hollenbeck CLEAR site by facilitating effective collaboration among criminal justice agencies and by engaging residents and the community in crime reduction efforts. The program Objectives are outlined below:

Objective 1: CLEAR Operational Teams

- Increase the number of arrests (misdemeanor and felony) by 5%
- Increase the number of Probation arrests/violations by 5%
- Executive Committee convenes training and planning sessions for the Hollenbeck Site
- Develop and implement the six-month Operational Plan for the Hollenbeck Site
- Convene ongoing Strategy Meetings for the Hollenbeck Site

Objective 2: Community Engagement

- Conduct community and resident outreach
- Strengthen ties with L.A. Bridges program in Hollenbeck middle school
- Strengthen ties with the OJJDP Gang Reduction Program
- Recruit and retain 8 representatives of community organizations to be Community Impact Team members

Objective 3: Gang Crime Reduction

- Document a 5% reduction in overall gang crime from 2000 through 2005 in the Hollenbeck Site.

Project Implementation

The first months of the program year will be dedicated to incorporating the grant award and amending formal agreements with the partner agencies. The Operational Team in the Hollenbeck site develops and implements a six-month strategy. The Executive Committee will continue to oversee and monitor CELAR activities in the target areas. The Operational Team will outreach residents and community organizations for the Community Impact Team.

Activities for the second quarter will include continued implementation of the CLEAR strategy for the identified area. By the end of the second quarter, the Community Impact Team will be fully established.

Third and fourth quarter activities will include ongoing CLEAR activities in the Hollenbeck Site. Additionally, the Executive Committee meetings will monitor and oversee activities and coordination. CLEAR activities will be evaluated and based upon the initial findings strategies will be modified and expanded.

Project Management

The Mayor's Criminal Justice Planning Office of the City of Los Angeles will manage the Los Angeles CLEAR: OJJDP Congressional Earmark Program Award. The Office has twenty years of experience in managing grant funds and is responsible for securing and administering the City's State and Federal public safety and criminal justice grants. The annual budget for the Office is 270 million dollars. All of these funds require programmatic and fiscal audits and the City has a demonstrated history of grant award compliance. The Office is staffed by a full time Director and seven additional full time positions.

OJJDP Congressional Earmark Program
City of Los Angeles: *CLEAR Program Hollenbeck Site*
Budget Narrative

A. Personal Services: List each position by title. 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.

Los Angeles City Attorney

The City Attorney's Office has been an integral part of the CLEAR program since its inception, vertically prosecuting misdemeanor gang crimes and focusing on quality of life crimes and nuisance abatement in the CLEAR Hollenbeck site. With the partner agencies, the Office has made significant strides in combating gang violence in the City of Los Angeles.

The Hollenbeck CLEAR site will be staffed by .31FTE experienced Deputy City Attorney from the City Attorney Gang Unit. The deputy city prosecutor assigned to the CLEAR Team will vertically prosecute all misdemeanor offenses and local ordinance violations committed by targeted gang members, focus on gang related nuisance and quality of life issues, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. The deputy city prosecutor will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The assigned prosecutor will be co-located with the other members of the CLEAR Operations Team.

(1) Deputy City Attorney
.31431FTE X $9,786 X 12 months = $36,910

TOTAL CITY ATTORNEY SALARIES =$36,910

Los Angeles Police Department

The Hollenbeck CLEAR site will be staffed by two dedicated and experienced detectives. Each detective assigned to the CLEAR Team will investigate all gang related crimes that occur within the designated areas, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. There are a total of two officers assigned to the CLEAR sites at .25FTE.

(1) Sergeant II
.25FTE X $8,063 X 12 months = $24,190
(1) Detective II
.25FTE X $7,646 X 12 months = $22,939

Overtime Funds: There are a total of two officers assigned to the CLEAR Hollenbeck site. A total of $30,050 has been allocated for overtime. Funds allow the officers to

increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR operations in the respective sites.
546.4 hours @ 55/per hour = $30,052

TOTAL LOS ANGELES POLICE DEPARTMENT SALARIES= $77,179

B. Fringe Benefits: Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the budget category 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.

Los Angeles City Attorney
The City of Los Angeles operated with a federally approved Cost Allocation Plan. The rate for the City of Los Angeles City Attorney is 12.59% for the fringe benefits.
CITY ATTORNEY FRINGE $36,910 X 12.59% = $4,648

G. Consultants/Contracts: Provide a description of the service to be procured by contract and detailed costs.

Los Angeles District Attorney
The District Attorney's Office dedicates .50794 FTE Deputy District Attorney for the Hollenbeck CLEAR site. The Deputy District Attorney is from the District Attorney's Hardcore Gang Division. The Attorney must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorney will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorney also provides ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

(1) Deputy District Attorney
.50794 FTE X $11,688.24 X 12 months = $71,242

TOTAL DISTRICT ATTORNEY SALARIES = $71,242

Los Angeles Sheriff's Department
A Lieutenant and a Gang Investigator will staff the Hollenbeck CLEAR site. The Lieutenant will serve as the Officer in charge and the Gang Investigator will investigate all gang related crimes that occur within the designated areas. The Gang Investigator will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The Gang Investigator will be co-located with the other members of the CLEAR Operations Team.

(1) Lieutenant
.20 FTE X $8,752.82 X 12 months = $21,007

(1) Gang Investigator
.20FTE X $6,167.73 X 12 months = $14,803

SUB-TOTAL SALARIES = $35,810

Overtime Funds: The overtime fund allows the Gang Investigator to dedicate time for investigations and to participate in task force events related to CLEAR operations in the respective sites $5,748

TOTAL SHERIFF DEPARTMENT SALARIES=$41,558

Probation Department

The staff dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of CLEAR are the Deputy Probation Officer II (s). These officers Coordinate and conduct the following field-related activities: police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood. Serve as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

The Intermediate Typist Clerk is essential to the CLEAR Program in assisting the supervisors and the Deputy Probation Officers as they carry out the Probation function of the program. The Typist Clerk(s) are charged with the following duties: Coordinate and schedule meetings as needed for the Supervising Deputy Probation Officer and Deputy Probation Officers assigned to the program; Type letters, memorandums, office directives, etc. Assist the Supervisor in maintaining vacation and training schedules for the staff; Assist the Supervisor in assessing and maintaining equipment and supplies; Search records and files for data relating to court records, subpoenas, evidence, gang surveillance information, etc.; and Assist the Supervisor in conducting research, information gathering, and preparing any necessary analytical reports.

(1) Deputy Probation Officer II Hollenbeck
.70FTE X $4,823 X 12 months = $40,513

SUB-TOTAL SALARIES = $40,513

Overtime Funds: The overtime fund allows the Deputy Probation Officer to dedicate time for investigations and to participate in task force events related to CLEAR operations in the respective sites. 249 hours @ $41/per hour =$10,208

TOTAL PROBATION DEPARTMENT SALARIES = $50,721

FRINGE
The County operates with a federally approved Cost Allocation Plan. The rate for the County Probation Department is 35.98% for the fringe benefits.
PROBATION DEPARTMENT FRINGE $40,513 X 35.98% = $14,584

OJJDP Congressional Earmark Program
City of Los Angeles: *CLEAR Program*
Hollenbeck Site
Budget Detail Worksheet

A. Personnel – 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.

Name/Position	Computation	Cost
Deputy City Attorney	.31431 FTE X $9,786 X 12 months	$36,910
Sergeant II	.25 FTE X $8,063 X 12 months	$24,190
Detective II	.25 FTE X $7,646 X 12 months	$22,939
LAPD Overtime	546.4 X $55/per hour	$30,052
	TOTAL	**$114,091**

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category 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.

Name/Position	Computation	Cost
City Attorney	$36,910 X 12.59%	$4,646
	TOTAL	**$4,646**

C. Travel – 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).

Purpose of Travel	Location	Item	Computation	Cost
			TOTAL	**$0.00**

D. Equipment – List non-expendable items that are to be purchases. 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. Expendable items should be included either in the "supplies" category or in the "Other" category. Rented or leased equipment costs should be listed in the "Contractual" category. In the budget narrative explain how the equipment is necessary for the success of the project.

Item	Computation	Cost
	TOTAL	$0.00

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $1,000, such as books, hand held tape recorders) and show the basis for computation. Supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
	TOTAL	$0.00

F. Construction –

Description	Computation	Cost
	TOTAL	$0.00

G. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if know, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day require additional justification and prior approval from OJJDP.

Name of Consultant	Service Provided	Computation	Cost
		Total	

Contracts: Provide a description of the service to be procured by contract and an estimate of the cost.

Deputy District Attorney	.50794 FTE X $11,688.24 X 12	$71,243
Lieutenant	.20 FTE X $8,752.82 X 12 mo.	$21,007
Gang Investigator	.20 FTE X $6,167.73 X 12 mo.	$14,803
Sheriff Overtime	104.5 hours X $55/per hour	$5,748
Deputy Probation Officer	.70FTE X $4,823 X 12 mo.	$40,513
Probation Dept. Fringe	$40,513 X 35.98%	$14,584
Probation Overtime	248 hours X $41/per hour	$10,208

TOTAL $178,106

H. Other Costs – 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.

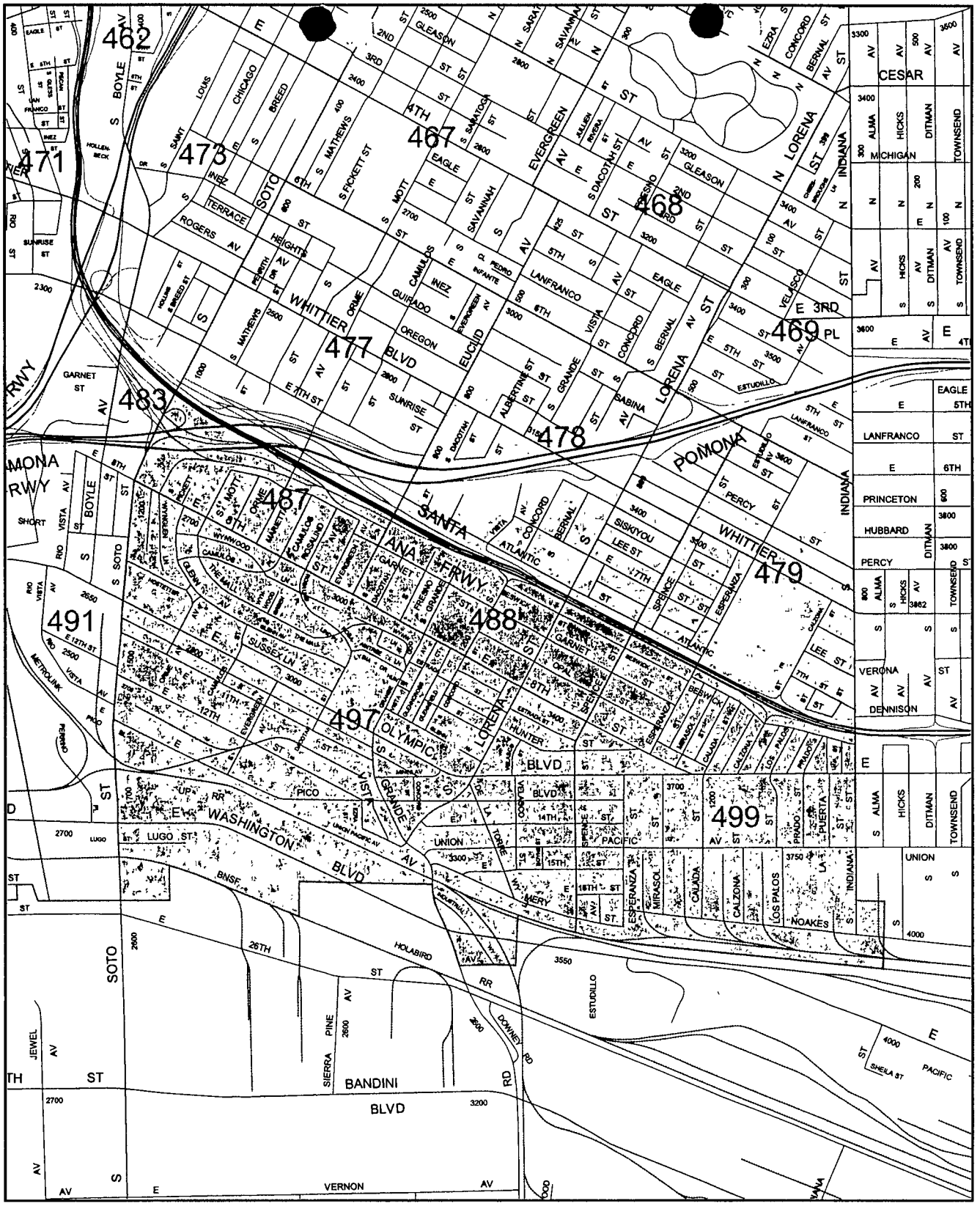
Description	Computation	Cost

TOTAL $0.00

Budget Summary –Transfer the totals for each category to the spaces below. Compute the total project costs.

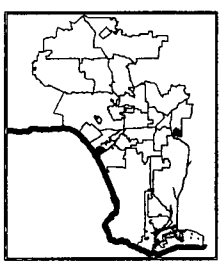
Budget Category	Amount
A. Personnel	$114,091
B. Fringe Benefits	$4,646
C. Travel	
D. Equipment	
E. Supplies	
F. Construction	
G. Consultants/Contracts	$178,106
H. Other	
TOTAL PROJECT COSTS	$296,843

Total Request $296,843



The Community Law Enforcement and Recovery (CLEAR) Program

Hollenbeck CLEAR



LAPD Primary Area

LAPD Secondary Area

0 0.1 0.2 0.3 Miles

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, on _____, the Council of the City accepted FY2003-04 funding from the Office of Juvenile Justice Delinquency Prevention, for the development and implementation of the **Community Law Enforcement and Recovery (CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Chairperson of the CLEAR Executive Steering Committee and Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon September 1, 2004 and shall expire on August 31, 2005, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department, respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of **$200,911** ($178,106 funding from the Office of Juvenile Justice Delinquency Prevention ans $22,805 funding from the remaining operating budget from CLEAR III), of which $46,877 is for the Sheriff's Department, $80,363 is for the District Attorney, and $73,671 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit B.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

For the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation

Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Nancy Lidamore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District Attorney's Office

Captain Peter Amico, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or his designee:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change, which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change that affects the scope of work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the indemnifying party and its subcontractors operations and services, which result from bodily and/or personal injury, death, or

property damage (including physical damage to indemnifying party and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g., City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed prior to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Chief Probation Officer, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____

By _____

Lee Baca
Sheriff

Date:

By _____

Richard Shumsky
Chief Probation Officer

Date:

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____

CITY OF LOS ANGELES
a municipal corporation

By _____
Josehp G. Jackson
Director, Mayor's Criminal Justice Planning

Date: _____

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____

ROCKARD J. DELGADILLO
City Attorney

By _____
Assistant City Attorney

Date: _____

EXHIBIT A

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFROCEMENT AND RECOVERY PROGRAM

The Community Law Enforcement and Recovery (CLEAR) Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department, the Sheriff's Department, Probation, City Attorney, District Attorney, Mayor's Office, City Council Offices, Supervisorial Offices, and community stakeholders. CLEAR first targeted the violent Avenues gang in northeastern Los Angeles and in subsequent years CLEAR has expanded to include the Devonshire area, Foothill area, and the Newton area. During the time CLEAR was on the streets in northeast Los Angeles, gang-related violent crime decreased by 39% in the targeted area, and by 35% in the surrounding neighborhoods, compared to 9% in the balance of the Northeast area.

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

The OJJDP funds for the 2004-05 program year continues CLEAR in the Hollenbeck/East Los Angeles area.

EXHIBIT B

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFROCEMENT AND RECOVERY PROGRAM
CLEAR BUDGET: Personnel Services (salaries/Employee Benefits)
TERM: September 1, 2004 to August 31, 2005

Grant Award	City Attorney	District Attorney	LAPD	LASD	Probation
OJJDP Hollenbeck	$41,556	$71,243	$77,181	$41,558	$65,305
CLEAR III	$5,317	$59,368	$9,878	$5,320	$8,366
OJJDP East Los Angeles	$34,637	$9,120	$64,316	$34,632	$54,416
TOTAL	$81,510	$139,731	$151,375	$81,510	$128,087

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

July 6, 2004

PLACE IN FILES
JUL 20 2004
DEPUTY

Councilmember Parks
Councilmember LaBonge
Mayor's Office of Criminal Justice Planning
City Administrative Officer
City Attorney
Chief Legislative Analyst
Personnel Department
Police Department
Board of Police Commissioners
Controller, Room 300
  Accounting Division, F&A
  Disbursement Division

RE: TRANSFER OF FUNDS AND EMPLOYMENT AUTHORITY RELATIVE TO FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

At the meeting of the Council held July 6, 2004, the following action was taken:

Attached motion (Parks - LaBonge) adopted	X
Attached resolution adopted	
Attached report adopted	
To the Mayor FORTHWITH	X
Motion adopted to approve communication recommendation(s)	
Mayor concurred	7-12-04

J. Michael Carey
City Clerk
jr

7/9/04 7/20/04

Recyclable and made from recycled waste

VERBAL MOTION

I HEREBY MOVE that Council ADOPT the following recommendations relative to Transfer of Funds and Employment Authority in connection with funding for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program (Item No. 2, CF 01-0318), SUBJECT TO THE APPROVAL OF THE MAYOR:

1. TRANSFER $100,682 from Fund No. 664, Department No. 46, Account No. V201 to General Fund No. 100, Department No, 70, as follows:

Account	Title	Amount
Police Dept., Account No. 1012	Salaries Sworn	$45,932
Police Dept., Account No. 1092	Overtime Sworn	$54,750

and TRANSFER cash to Fund No. 100, Department No. 70, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

2. TRANSFER $57,200 from Fund No. 664, Department No. 46, Account No. V201 to General Fund No. 100, Department No. 12, City Attorney, Salaries General, Account No. 1010 and TRANSFER cash to Fund No. 100, Department No. 12, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

3. RESOLVE that continued Employment Authority in the Police Department for the period of July 1, 2004 through August 31, 2004 for the following ten positions, is APPROVED:

No.	Code	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

4. RESOLVE that continued Employment Authority in the Mayor's Office of Criminal Justice Planning for the period of July 1, 2004 through August 31, 2004 for one position of Mayoral Aide VI, Code 0146, is APPROVED.

(Public Safety and Personnel Committees' report adopted on April 20, 2004)

PRESENTED BY _____
BERNARD C. PARKS
Councilmember, 8th District

SECONDED BY _____
TOM LABONGE
Councilmember, 4th District

July 6, 2004

CF 01-0318

Motion
ADOPTED
JUL 0 6 2004

LOS ANGELES CITY COUNCIL

O:\Docs\Council Agendas\mk\01-0318.mot.wpd

TO THE MAYOR FORTHWITH

COUNCIL VOTE

Jul 6, 2004 10:32:21 AM, #4

ITEM NO. (2)
Voting on Item(s): 2
Roll Call

CARDENAS	Absent
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
LABONGE	Yes
LUDLOW	Yes
*MISCIKOWSKI	Yes
PARKS	Yes
PERRY	Yes
REYES	Yes
SMITH	Yes
VILLARAIGOSA	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Absent

Present: 13, Yes: 13 No: 0

Mayor's Time Stamp

OFFICE OF THE MAYOR
RECEIVED
2004 JUL -6 PM 3:50
CITY OF LOS ANGELES

FORTHWITH

City Clerk's Time Stamp

RECEIVED
CITY CLERK'S OFFICE
2004 JUL -6 PM 3:45
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE July 6, 2004

RE: TRANSFER OF FUNDS AND EMPLOYMENT AUTHORITY RELATIVE TO FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

RECEIVED
CITY CLERK'S OFFICE
2004 JUL 13 PM 3:40
CITY CLERK
BY _____ DEPUTY

JUL 16 2004

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per Charter Sec. 341 & LAAC Sec. 4.133)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED /

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Sec. 341 & LAAC Sec. 4.133

JUL 12 2004

DATE OF MAYOR APPROVAL OR DISAPPROVAL _____

MAYOR

JUL 14 2004

steno\010318a

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

PLACE IN FILES
MAY 0 4 2004
DEPUTY

April 30, 2004

Mayor's Office of Criminal Justice Planning
City Administrative Officer
City Attorney
Chief Legislative Analyst
Personnel Department
Police Department
Board of Police Commissioners
Controller, Room 300
Accounting Division, F&A
Disbursement Division

RE: FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

At the meeting of the Council held April 20, 2004, the following action was taken:

Attached report adopted..... X
Attached motion ( ) adopted.....
Attached resolution adopted.....
Ordinance adopted.....
Motion adopted to approve communication recommendation(s).....
Mayor concurred..... 04-26-04

J. Michael Carey

City Clerk
jr

FF W 5/4/04 5/4/04

OFFICE OF THE MAYOR
Mayor's Time Stamp
RECEIVED
2004 APR 21 PM 3:08
CITY OF LOS ANGELES

City Clerk's Time Stamp
RECEIVED
CITY CLERK'S OFFICE
2004 APR 21 PM 3:02
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE April 20, 2004

RE: FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM TO CONTINUE THE CITY/COUNTY ANTI-GANG INITIATIVE PROGRAM

RECEIVED
CITY CLERK'S OFFICE
2004 APR 27 PM 4:07
CITY CLERK
BY _____ DEPUTY

MAY 03 2004

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per Charter Section 341 and LAAC Section 4.133)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341 and LAAC Section 4.133

DATE OF MAYOR APPROVAL OR DISAPPROVAL APR 26 2004

MAYOR

APR 29 2004

steno/010318a

4/20

File No. 01-0318

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your PUBLIC SAFETY and PERSONNEL Committees

report as follows:

	Yes	No
Public Comments:	XX	

PUBLIC SAFETY and PERSONNEL COMMITTEES' REPORT relative to funding for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program.

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

1. AUTHORIZE the Mayor's Office of Criminal Justice Planning (MOCJP) to accept, on behalf of the City, funding in the amount of $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance, to continue the City/County CLEAR program, and to execute the grant agreement, subject to the approval of the City Attorney as to form and legality.

2. ESTABLISH new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department No. 46, and APPROPRIATE $2,483,750 from the Bureau of Justice Assistance, as follows:

Account	Title	Amount
V201	Personnel Services	$ 947,201
V202	Contractual Services	$1,536,549

3. TRANSFER $503,370 from Fund No. 664, Department No. 46, Account No. V201, to General Fund No. 100, Department No. 70 as follows:

Fund/Account	Title	Amount
Police Dept., Account No. 1012	Salaries Sworn	$229,650
Police Dept., Account No. 1092	Overtime Sworn	$273,720

and TRANSFER cash to Fund No. 100, Department No. 70, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. TRANSFER $285,949 from Fund No. 664, Department No. 46, Account No. V201, to General Fund No. 100, Department No. 12, City Attorney, Salaries General, Account No. 1010 and TRANSFER cash to Fund No. 100, Department No. 12, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

5. RESOLVE that continued Employment Authority in the Los Angeles Police Department (LAPD) for the period of September 1, 2003 through June 30, 2004 for the following 10 positions, is APPROVED:

No.	Code	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

6. RESOLVE that continued Employment Authority in the MOCJP for the period of September 1, 2003 through June 30, 2004 for one position of Mayoral Aide VI, Code 0146, is APPROVED.

7. TRANSFER $115,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, as follows:

Accounts	Amount
From 9901 to V170	$40,000
From 9901 to V9905	$25,000
From 9901 to V146	$50,000

8. TRANSFER $40,000 from Fund No. 664, Department No. 46, Account No. V170 to General Fund No. 100, Department No. 70, Police Department, Overtime Sworn, Account No. 1092 and TRANSFER cash to Fund No. 100, Department No. 70, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

9. TRANSFER $25,000 from Fund No. 664, Department No. 46, Account No. V9905 to General Fund No. 100, Department No. 70, Police Department, Equipment Account, Account No. 0730 and TRANSFER cash to Fund No. 100, Department No. 70, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

10. TRANSFER $50,000 from Fund No. 664, Department No. 46, Account No. V146 to General Fund No. 100, Department No. 46, Mayor's Office, Salaries General, Account No. 1010 and TRANSFER cash to Fund No. 100, Department No. 46, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

11. TRANSFER $40,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, from Account No. 9905 to Account No. V202, for the Lodestar Management Research contract and AUTHORIZE the MOCJP to disperse these funds to Lodestar in accordance with the terms of the contract described in Recommendation No. 12.

12. APPROVE the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period of September 1, 2003 to August 30, 2004, for a total of $40,000 and AUTHORIZE the Mayor to execute the Contract, subject to the approval of the City Attorney as to form and legality.

13. APPROVE the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period of September 1, 2003 through August 31, 2004, for a total of $1,536,549, with funding through the Bureau of Justice Assistance ($355,965 for the Sheriff's Department, $596,100 for the District Attorney and $584,484 for the Probation Department) and AUTHORIZE the Mayor to execute the MOA, subject to the approval of the City Attorney as to form and legality.

14. AUTHORIZE the MOCJP to disperse $1,536,549 from Fund No. 664, Department No. 46, Account No. V202, to the County in accordance with the MOA described in Recommendation No. 13.

15. AUTHORIZE the MOCJP to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer (CAO) and INSTRUCT the Controller to implement the instructions.

16. INSTRUCT the City Clerk to place on a Council Agenda for July 1, 2004, or as soon thereafter as possible, the following recommendations:

    A. TRANSFER $100,682 from Fund No. 664, Department No. 46, Account No. V201 to General Fund No. 100, Department No, 70, as follows:

Account	Title	Amount
Police Dept., Account No. 1012	Salaries Sworn	$45,932
Police Dept., Account No. 1092	Overtime Sworn	$54,750

    and TRANSFER cash to Fund No. 100, Department No. 70, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

    B. TRANSFER $57,200 from Fund No. 664, Department No. 46, Account No. V201 to General Fund No. 100, Department No. 12, City Attorney, Salaries General, Account No. 1010 and TRANSFER cash to Fund No. 100, Department No. 12, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

    C. RESOLVE that continued Employment Authority in the Police Department for the period of July 1, 2004 through August 31, 2004 for the following 10 positions is APPROVED:

No.	Code	Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

D. RESOLVE that continued Employment Authority in the MOCJP for the period of July 1, 2004 through August 31, 2004 for one position of Mayoral Aide VI, Code 0146, is APPROVED.

Fiscal Impact Statement: The City Administrative Officer (CAO) reports that the MOCJP has identified $2,638,750 in available funding that can be used to implement year seven of the CLEAR program. A total of $2,483,750 is from a new Department of Justice, Bureau of Justice Assistance grant, and $155,000 is rollover funding from prior year CLEAR budget savings.

The total cost of program participation requires significant in-kind resources from both the LAPD and the City Attorney's Office to exceed the available grant funding.

The grant will reimburse the City $275,582 to partially offset the salaries for ten positions in the LAPD. The approximate annual salary cost for these positions is $904,959. The remaining balance of approximately $629,377 is a General Fund obligation that has already been factored into the LAPD's 2003-04 salary base. The grant will also reimburse the LAPD $368,470 for sworn overtime costs.

The grant will reimburse the City $343,149 to partially offset the salaries for four positions in the City Attorney's Office. The approximate annual salary cost for these positions is $396,272. The remaining balance of approximately $53,123 is a General Fund obligation that has been factored into the City Attorney's Office's 2003-04 budget.

The grant will also reimburse the City $50,000 to partially offset the salary of one position in the MOCJP. The approximate annual cost of this position is $64,556. The remaining balance of approximately $14,556 will be made up by funding for other criminal justice program grants.

Summary:

In a report dated March 15, 2004, the CAO reports that the MOCJP has requested various actions to implement the seventh year of the Community Law Enforcement and Recovery (CLEAR) program grant. The CLEAR program is a partnership between the City and County to combat gang violence in Los Angeles. In order to implement the seventh year of the CLEAR program, the MOCJP requests approval by City Council to: 1) Accept $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance, for the period of September 1, 2003 through August 31, 2004; 2) Transfer $155,000 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund to current fiscal year accounts; 3) Authorize the Employment Authority for positions in the LAPD and the MOCJP to administer the program; 4) Approve a Memorandum of Agreement between the City and the County; and, 5) Approve a contract between the City and Lodestar Management Services.

At its regular meeting on March 15, 2004, the Public Safety Committee discussed this matter and concurred in the CAO's recommendations.

On April 7, 2004, the Personnel Committee discussed this program with representatives from the Mayor's Office, CAO, LAPD and City Attorney. The City Attorney's representative commended Councilmember Villaraigosa for initiating this program. The Personnel committee concurred with the Pubic Safety Committee.

This matter is now being forwarded to Council for consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

MEMBER	VOTE
MISCIKOWSKI	YES
REYES	YES
PARKS	YES
WEISS	ABSENT
ZINE	YES

PERSONNEL COMMITTEE

MEMBER	VOTE
ZINE	YES
VILLARAIGOSA	YES
GREUEL	YES

AB
4-12-2004

Report
ADOPTED
APR 2 0 2004
LOS ANGELES CITY COUNCIL

COUNCIL VOTE

Apr 20, 2004 11:14:37 AM, #1

ITEM(S) 5
Roll Call

CARDENAS	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Absent
LABONGE	Yes
LUDLOW	Yes
MISCIKOWSKI	Yes
PARKS	Yes
PERRY	Yes
REYES	Absent
SMITH	Absent
VILLARAIGOSA	Yes
WEISS	Absent
ZINE	Yes
*PADILLA	Yes

Present: 11, Yes: 11 No: 0

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 3/15/04

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Cindy Miscikowski, Chair	✓		
Councilmember Reyes	✓		
Councilmember Weiss			✓
Councilmember Parks	✓		
Councilmember Zine	✓		

Remarks app CAO Recs

A. Bass, Legislative Assistant ---------- Telephone 978-1073

(5)

PERSONNEL COMMITTEE
Report/Communication for Signature

(5)

Council File Number: 01-0318

Committee Meeting Date: 4-7-04

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Dennis P. Zine, Chair	✓		
Councilmember Villaraigosa	✓		
Councilmember Greuel	✓		

Remarks Approved CAO Recs – Concurred with Public Safety Committee

Ilene Shapiro, Legislative Assistant ---------- Telephone 978-1077

PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 01-0318

✓	Council Member(s) 8, 4	
✓	Mayor (with/without file)	(Mail Stop 370)
✓	City Administrative Officer	(Mail Stop 130)
✓	City Attorney ~~/ CITY ATTY~~ (without blue sheet) ~~/ BLUE SHEET~~	(Mail Stop 140)
✓	Chief Legislative Analyst	(Mail Stop 136)
✓	Controller	(Mail Stop 183)
✓	Personnel Department	(Mail Stop 391)
✓	Police Department	(Mail Stop 400)
✓	Board of Police Commissioners	(Mail Stop 400)
	Fire Department	(Mail Stop 250)
	Board of Fire Commissioners	(Mail Stop 250)
	Department of Animal Regulation	(Mail Stop 105)
	Board of Animal Regulation Commissioners	(Mail Stop 105)
	Dept. of Building and Safety	(Mail Stop 115)
	Board of Building and Safety Commissioners Building Advisory Appeal Board	(Mail Stop 115)
	Department of Social Service	(Mail Stop 700)
	Board of Social Service Commissioners	(Mail Stop 700)
✓	mayor's Criminal Justice Planning Office	

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, in _____ 200__, the Council of the City accepted FY2003-04 funding from the Bureau of Justice Assistance, for the development and implementation of the **Community Law Enforcement and Recovery (CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Chairperson of the CLEAR Executive Steering Committee and Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon September 1, 2003 and shall expire on August 30, 2004, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department, respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of **$1,536,559** (funding from the Bureau of Justice Assistance), of which $355,965 is for the Sheriff's Department, $596,100 is for the District Attorney, and $584,484 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit B.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

For the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Janet Moore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District Attorney's Office

Captain Peter Amico, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or his designee:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change, which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change that affects the scope of

work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the indemnifying party and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to indemnifying party and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g., City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed prior to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Chief Probation Officer, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____, 2004

By _____

Lee Baca
Sheriff

Date: _____, 2004

By _____

Richard Shumsky
Chief Probation Officer

Date: _____, 2004

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____, 2004

CITY OF LOS ANGELES
a municipal corporation

By _____
James K. Hahn
Mayor

Date: _____, 2004

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____, 2004

ROCKARD J. DELGADILLO
City Attorney

By _____
Assistant City Attorney

Date: _____, 2004

EXHIBIT A

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFROCEMENT AND RECOVERY PROGRAM

The Community Law Enforcement and Recovery (CLEAR) Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department, the Sheriff's Department, Probation, City Attorney, District Attorney, Mayor's Office, City Council Offices, Supervisorial Offices, and community stakeholders. CLEAR first targeted the violent Avenues gang in northeastern Los Angeles and in subsequent years CLEAR has expanded to include the Devonshire area, Foothill area, and the Newton area. During the time CLEAR was on the streets in northeast Los Angeles, gang-related violent crime decreased by 39% in the targeted area, and by 35% in the surrounding neighborhoods, compared to 9% in the balance of the Northeast area.

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

In the 2003-04 program year, CLEAR will continue the existing sites (Devonshire area, Foothill area, Northeast area, and Newton area) and expand to a new site in the Hollenbeck area.

EXHIBIT B

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFROCEMENT AND RECOVERY PROGRAM
CLEAR BUDGET: Personnel Services (salaries/Employee Benefits)
TERM: September 1, 2003 to August 31, 2004

CLEAR SITE	City Attorney	District Attorney	LAPD	LASD	Probation
Devonshire	$52,733	$89,415	$89,349	$53,399	$87,663
Foothill	$52,733	$89,415	$89,350	$53,399	$87,664
Northeast	$52,733	$89,415	$89,349	$53,400	$87,664
Newton	$52,733	$89,415	$89,349	$53,400	$87,663
Hollenbeck/East Los Angles	$132,208	$238,440	$246,655	$142,367	$221,830
Supplies					$12,000
TOTAL	$343,149	$596,100	$604,052	$355,965	$584,484

C.F#01-0318

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 15, 2004 REVISED

CAO File No. 0220-03275-0015
Council File No. 01-0318
Council District:

RECEIVED
CITY CLERK'S OFFICE
2004 MAR 15 PM 3:39
CITY CLERK
DEPUTY

To: The Mayor
The Council

From: William T Fujioka, City Administrative Officer WTF by PBC

Reference: Mayor's Office of Criminal Justice Planning's transmittal dated December 8, 2003

Subject: Year Seven Funding for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program

SUMMARY

The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the seventh year of the Community Law Enforcement and Recovery (CLEAR) program. The CLEAR program is a partnership between the City and County to combat gang violence in Los Angeles. In order to implement the seventh year of the CLEAR program, the OCJP requests approval by the City Council to:

- Accept $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance for the period of September 1, 2003, through August 31, 2004;
- Transfer $155,000 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund to current fiscal year accounts;
- Authorize the resolution authority for positions in the Police Department and the Mayor's Office of Criminal Justice Planning to administer the program;
- Approve a Memorandum of Agreement between the City and the County of Los Angeles; and
- Approve a contract between the City and Lodestar Management Services.

Additional detail is provided in the Discussion section of this report.

RECOMMENDATIONS

That Council, subject to the approval of the Mayor:

1. Authorize the Mayo's Office of Criminal Justice Planning to accept on behalf of the City, funding in the amount of $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance to continue the City/County CLEAR program, and to execute the grant agreement, subject to the approval of the City Attorney as to form and legality;

PUBLIC SAFETY

PERSONNEL

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2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department 46, and appropriate funding provided from the Bureau of Justice Assistance, as follows:

V201	Personnel Services	$ 947,201
V202	Contractual Services	$ 1,536,549
		$ 2,483,750

3. Request the Controller to transfer $503,370 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 70	
Police Department, Salaries Sworn, Account No. 1012	$ 229,650
Police Department, Overtime Sworn, Account No. 1092	$ 273,720
	$ 503,370

Transfer cash to Fund No. 100, Department No. 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. Request the Controller to transfer $285,949 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 12	
City Attorney, Salaries General, Account No. 1010	$ 285,949

Transfer cash to Fund No. 100, Department No. ~~70~~ 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

5. Resolve that continued employment authority is continued in the Police Department for the period of September 1, 2003 though June 30, 2004, for the following positions:

No.	Class No.	Class Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III
10		

6. Resolve that employment authority is continued in the Mayor's Office of Criminal Justice Planning for the period of September 1, 2003 through June 30, 2004, for the following position:

No.	Class No.	Class Title
1	0146	Mayoral Aide VI

7. Request the Controller to transfer $115,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, as follows:

From 9901 to V170	$ 40,000
From 9901 to V9905	$ 25,000
From 9901 to V146	$ 50,000
	$115,000

8. Request the Controller to transfer $40,000 from Fund No. 664, Department No. 46, Account No. V170, to the following:

General Fund No. 100, Department No. 70
Police Department, Overtime Sworn, Account No. 1092 $ 40,000

Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

9. Request the Controller to transfer $25,000 from Fund No. 664, Department No. 46, Account No. V9905, to the following:

General Fund No. 100, Department No. 70
Police Department, Equipment Account, Account No. 0730 $ 25,000

Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

10. Request the Controller to transfer $50,000 from Fund No. 664, Department No. 46, Account No. V146, to the following:

General Fund No. 100, Department No. 46
Mayor's Office, Salaries General, Account No. 1010 $ 50,000

Transfer cash to Fund No. 100, Department No. ~~70~~ 46 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

11. Request the Controller transfer $40,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, from Account No. 9905 to Account No. V202 for the Lodestar Management Research contract and authorize the Mayor's OCJP to disperse these funds to Lodestar in accordance with the terms of the contract described in Recommendation No. 12;

12. Approve the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period of September 1, 2003 to August 30, 2004 for a total of $40,000; and

authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality;

13. Approve the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period of September 1, 2003 to August 31, 2004, for a total of $1,536,549, with funding through the Bureau of Justice Assistance ($355,965 for the Sheriff's Department, $596,100 for the District Attorney, and $584,484 for the Probation Department); and authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality;

14. Authorize the Mayor's OCJP to disperse $1,536,549 from Fund No. 664, Department 46, Account No. V202 to the County in accordance with the MOA described in Recommendation No. 13.

15. Authorize the Mayor's Office of Criminal Justice Planning to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

16. Instruct the City Clerk to place on a Council Agenda for July 1, 2004, or as soon thereafter as possible, the following recommendations:

A. Request the Controller to transfer $100,682 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 70	
Police Department, Salaries Sworn, Account No. 1012	$ 45,932
Police Department, Overtime Sworn, Account No. 1092	$ 54,750
	$ 100,682

Transfer cash to Fund No. 100, Department No. 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

B. Request the Controller to transfer $57,200 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 12	
City Attorney, Salaries General, Account No. 1010	$ 57,200

Transfer cash to Fund No. 100, Department No. 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

C. Resolve that continued employment authority is approved in the Police Department for the period of July 1, 2004, through August 31, 2004, for the following positions:

No.	Class No.	Class Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III
10		

D. Resolve that employment authority is continued in the Mayor's Office of Criminal Justice Planning for the period of July 1, 2004 through August 31, 2004, for the following position:

No.	Class No.	Class Title
1	0146	Mayoral Aide VI

FISCAL IMPACT STATEMENT

The Mayor's Office of Criminal Justice Planning has identified $2,638,750 in available funding that can be used to implement year seven of the CLEAR program. A total of $2,483,750 is from a new Department of Justice, Bureau of Justice Assistance grant, and $155,000 is rollover funding from prior year CLEAR budget savings.

The total cost of program participation requires significant in kind resources from both the Police Department and the City Attorney's Office that exceed the available grant funding.

The grant will reimburse the City $275,582 to partially offset the salaries for ten positions in the Police Department. The approximate annual salary cost for these positions is $904,959. The remaining balance of approximately $629,377 is a General Fund obligation that has already been factored into the Police Department's 2003-2004 salary base. The grant will also reimburse the Police Department $368,470 for sworn overtime costs.

The grant will reimburse the City $343,149 to partially offset the salaries for four positions in the City Attorney's Office. The approximate annual salary cost for these positions is $396,272. The remaining balance of approximately $53,123 is a General Fund obligation that has been factored into the City Attorney Office's 2003-2004 budget.

The grant will also reimburse the City $50,000 to partially offset the salary of one position in the Mayor's Office of Criminal Justice Planning. The approximate annual cost of this position is $64,556. The remaining balance of approximately $14,556 will be made up by funding from other criminal justice program grants.

DISCUSSION

1. **Basis for Report.**
The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the seventh year of the CLEAR program. On February 9, 2004, the Mayor's Office requested the Office of the City Administrative Officer prepare a report for the Mayor and the City Council regarding the request.

2. **Background.**
The CLEAR Program is a multi-jurisdictional program that brings together law enforcement, government and community agencies to combat gang violence in Los Angeles. Core participants include the Police Department, the Sheriff's Department, Probation Department, City Attorney, District Attorney, Mayor's Office, City Council Offices, and community residents and stakeholders. Various sites have been selected and added to the program over the years in an attempt to target specific areas that have gang activity. This fiscal year, the CLEAR program will target the following six sites: Northeast, Foothill, Devonshire, Newton, Hollenbeck, and the Sheriff's East Los Angeles Station.

There are several elements to the CLEAR program model. The Police Department deploys officers to address visible gang activity in the affected neighborhood. The Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys prosecute gang members in targeted areas. Through a Community Impact Team, community members and law enforcement work together on local priorities and strategies. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth at risk for gang affiliation.

3. **Memorandum of Agreement.**
The OCJP will administer this Memorandum of Agreement (MOA), which is between the City and the County. The City, as the grant recipient, is designated as the fiscal agent, and the County will submit invoices to the City for services rendered. The total payment from the City to the County as prescribed in the MOA is $1,536,549. Specifically, the funding in the MOA includes $355,965 for the Sheriff's Department, $596,100 for the District Attorney, and $484,484 for the Probation Department. The County will provide the City quarterly project status reports including planned work, project status updates and accomplishments, and a description of outstanding issues and potential resolutions.

4. **Contract with Lodestar Management/Research, Inc.**
The OCJP will administer this contract which is between the City and Lodestar Management/Research, Inc. Similar to prior year contracts with the City, Lodestar will provide evaluation services as well as any additional reports requested by the program's Executive Steering Committee, the Department of Justice, and the OCJP. The contract is for $40,000 with a term from July 1, 2003, to August 31, 2004. The contract, as drafted, is consistent with the City's contracting requirements. Based on a determination by the CAO's Contractor

Enforcement Section, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, the Equal Benefits Ordinance, and the Slavery Disclosure Ordinance. The contract will be in compliance with the Contractor Responsibility Ordinance once posting is completed.

5. **Sources of Funds**.
A total of $2,638,750 can be used to implement year seven of the CLEAR program. $2,483,750 is through the Department of Justice, Bureau of Justice Assistance (of which $1,536,549 is for County Departments and $947,201 is for City Departments); $155,000 is rollover funding from prior year CLEAR budgets (of which $40,000 is for the Lodestar Management/Research contract and $115,000 is for City Departments).

6. **Distribution of Funds within City Departments**.
The City's funds of $1,062,201 will be distributed as follows:

City Attorney	$ 343,149	Salaries, General

The City Attorney's Office will receive $343,149 in grant funding to partially offset the cost of four positions supporting the CLEAR program (three Deputy City Attorneys II and one Deputy City Attorney III positions). These positions were granted resolution authority as part of the 2003-04 Personnel Authority Resolution (C.F. 03-1700). The approximate annual salary cost for these positions is $396,272. The remaining cost will be a General Fund obligation that can be absorbed within the City Attorney Office's 2003-2004 budget.

Police Department

$ 25,000	Police, equipment
275,582	Salaries, Sworn
368,470	Sworn Overtime
$669,052	

The Police Department requests continuing resolution authority for ten positions (four Sergeant II, three Detective II and three Detective III positions) to support the CLEAR program. The approximate annual salary cost for these positions is $904,959, which will be partially offset by $275,582 in grant funding. The remaining cost will be a General Fund obligation, which has already been included in the Department's 2003-04 base budget.

Mayor's OCJP	$50,000	Salaries, General

The Mayor's Office of Criminal Justice and Planning requests continuing resolution authority for one Mayoral Aide VI position to administer the CLEAR grant. The approximate annual salary cost for this position is $64,556, which will be partially offset by $50,000 in grant

funding. The remaining cost will be paid with funds from other criminal justice grants.

WTF:AS:04040094c

SUMMARY:
YEAR SEVEN COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) GRANT FUNDING AND EXPENDITURES

Sources of Grant Funds	
U.S. Department of Justice, new grant funds	$2,483,750
Prior year CLEAR program savings/rollover	155,000
Total grant funds	$2,638,750
Distribution of Grant Funds	
Police, Sworn salaries	$ 275,582
Police, Sworn overtime	368,470
City Attorney, salaries	343,149
Mayor, salaries	50,000
Police, equipment	25,000
Lodestar Management Research, Inc., contract	40,000
L.A. County Sheriff	355,965
L.A. County District Attorney	596,100
L.A. County Probation Department	584,484
Total grant expenditures	$2,638,750
General Fund "in-kind" Expenditures	
City Attorney, salaries	$ 53,123
Police, Sworn salaries	629,377
Total, General Fund expenditures	$682,500
Total, 7th Year CLEAR Program Cost	
Grant expenditures	$2,638,750
General Fund expenditures	682,500
Total program cost	$3,321,250

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Please see Revised March 15, 2004 Report.

Date: *March 12, 2004*

CAO File No. 0220-03277-0015
Council File No. 01-0318
Council District:

To: The Mayor
The Council

From: William T Fujioka, City Administrative Officer

Reference: Mayor's Office of Criminal Justice Planning's transmittal dated December 8, 2003

Subject: Year Seven Funding for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program

RECEIVED
CITY CLERK'S OFFICE
2004 MAR 15 PM 3:47
CITY CLERK
BY DEPUTY

SUMMARY

The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the seventh year of the Community Law Enforcement and Recovery (CLEAR) program. The CLEAR program is a partnership between the City and County to combat gang violence in Los Angeles. In order to implement the seventh year of the CLEAR program, the OCJP requests approval by the City Council to:

- Accept $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance for the period of September 1, 2003, through August 31, 2004;
- Transfer $155,000 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund to current fiscal year accounts;
- Authorize the resolution authority for positions in the Police Department and the Mayor's Office of Criminal Justice Planning to administer the program;
- Approve a Memorandum of Agreement between the City and the County of Los Angeles; and
- Approve a contract between the City and Lodestar Management Services.

Additional detail is provided in the Discussion section of this report.

RECOMMENDATIONS

That Council, subject to the approval of the Mayor:

1. Authorize the Mayo's Office of Criminal Justice Planning to accept on behalf of the City, funding in the amount of $2,483,750 from the United States Department of Justice, Bureau of Justice Assistance to continue the City/County CLEAR program, and to execute the grant agreement, subject to the approval of the City Attorney as to form and legality;

2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department 46, and appropriate funding provided from the Bureau of Justice Assistance, as follows:

PUBLIC SAFETY PERSONNEL MAR 15 2004

V201	Personnel Services	$ 947,201
V202	Contractual Services	$ 1,536,549
		$ 2,483,750

3. Request the Controller to transfer $502,970 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 70 (September 1, 2003, to June 30, 2004)

Police Department, Salaries Sworn, Account No. 1012	$ 229,650
Police Department, Overtime Sworn, Account No. 1092	$ 273,320
	$ 502,970

Transfer cash to Fund No. 100, Department No. 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. Request the Controller to transfer $285,949 from Fund No. 664, Department No. 46, Account No. V201, to the following:

General Fund No. 100, Department No. 12 (September 1, 2003, to June 30, 2004)

City Attorney, Salaries General, Account No. 1010	$ 285,949

Transfer cash to Fund No. 100, Department No. 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

5. Resolve that continued employment authority is continued in the Police Department for the period of September 1, 2003 though June 30, 2004, for the following positions:

No.	Class No.	Class Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III
10		

6. Resolve that employment authority is continued in the Mayor's Office of Criminal Justice Planning for the period of September 1, 2003 through June 30, 2004, for the following position:

No.	Class No.	Class Title
1	0146	Mayoral Aide VI

7. Request the Controller to transfer $115,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, as follows:

From 9901 to V170	$ 40,000
From 9901 to V9905	$ 25,000
From 9901 to V146	$ 50,000
	$115,000

8. Request the Controller to transfer $40,000 from Fund No. 664, Department No. 46, Account No. V170, to the following:

   General Fund No. 100, Department No. 70
   Police Department, Overtime Sworn, Account No. 1092 $ 40,000

   Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

9. Request the Controller to transfer $25,000 from Fund No. 664, Department No. 46, Account No. V9905, to the following:

   General Fund No. 100, Department No. 70
   Police Department, Equipment Account, Account No. 0730 $ 25,000

   Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

10. Request the Controller to transfer $50,000 from Fund No. 664, Department No. 46, Account No. V146, to the following:

    General Fund No. 100, Department No. 46
    Mayor's Office, Salaries General, Account No. 1010 $ 50,000

    Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

11. Request the Controller transfer $40,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, from Account No. 9905 to Account No. V202 for the Lodestar Management Research contract;

12. Approve the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period of September 1, 2003 to August 30, 2004 for a total of $40,000; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality;

13. Approve the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period of September 1, 2003 to August 31, 2004, for a total of $1,536,549, with funding through the Bureau of Justice Assistance ($355,965 for the Sheriff's Department, $596,100 for the District Attorney, and $584,484 for the Probation Department); and authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality;

14. Authorize the Mayor's OCJP to disperse $1,536,549 to the County in accordance with the MOA described in Recommendation No. 13.

15. Authorize the Mayor's Office of Criminal Justice Planning to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

16. Instruct the City Clerk to place on a Council Agenda for July 1, 2004, or as soon thereafter as possible, the following recommendations:

A. Request the Controller to transfer $100,682 from Fund No. 664, Department No. 46, CLEAR Grant 2004-05 accounts, to the following:

General Fund No. 100, Department No. 70 (July 1, 2004 through August 31, 2004)

Police Department, Salaries Sworn, Account No. 1012	$ 45,932
Police Department, Overtime Sworn, Account No. 1092	$ 54,750
	$ 100,682

Transfer cash to Fund No. 100, Department No. 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

B. Request the Controller to transfer $57,200 from Fund No. 664, Department No. 46, CLEAR Grant 2004-05 accounts, to the following:

General Fund No. 100, Department No. 12 (July 1, 2004 through August 31, 2004)

City Attorney, Salaries General, Account No. 1010	$ 57,200

Transfer cash to Fund No. 100, Department No. 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

C. Resolve that continued employment authority is approved in the Police Department for the period of July 1, 2004, through August 31, 2004, for the following positions:

No.	Class No.	Class Title
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III
10		

D. Resolve that employment authority is continued in the Mayor's Office of Criminal Justice Planning for the period of July 1, 2004 through August 31, 2004, for the following position:

No.	Class No.	Class Title
1	0146	Mayoral Aide VI

FISCAL IMPACT STATEMENT

The Mayor's Office of Criminal Justice Planning has identified $2,638,750 in available funding that can be used to implement year seven of the CLEAR program. $2,483,750 is through the Department of Justice, Bureau of Justice Assistance, and $155,000 is rollover funding from prior year CLEAR budgets.

The total cost of program participation requires significant in kind resources from both the Police Department and the City Attorney's Office that exceed the available grant funding.

The grant will reimburse the City $275,582 to partially offset the salaries for ten positions in the Police Department. The approximate annual salary cost for these positions is $904,959. The remaining balance of approximately $629,377 is a General Fund obligation that has already been factored into the Police Department's 2003-2004 salary base. The grant will also reimburse the Police Department $328,070 for sworn overtime costs. The grant will reimburse the City $343,149 to partially offset the salaries for four positions in the City Attorney's Office. In addition, rollover funding from prior year CLEAR grants will provide $13,891 for salary costs. The approximate annual salary cost for these positions is $396,272. The remaining balance of approximately $39,232 is a General Fund obligation that can be absorbed within the City Attorney Office's 2003-2004 budget. The grant will also reimburse the City $50,000 to partially offset the salary of one position in the Mayor's Office of Criminal Justice Planning. The remaining balance of approximately $14,556 will be made up by funding from other criminal justice program grants.

DISCUSSION

1. **Basis for Report.**
The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the seventh year of the CLEAR program. On February 9, 2004, the Mayor's Office requested the Office of the City Administrative Officer prepare a report for the Mayor and the City Council regarding the request.

2. **Background.**
The CLEAR Program is a multi-jurisdictional program that brings together law enforcement, government and community agencies to combat gang violence in Los Angeles. Core participants include the Police Department, the Sheriff's Department, Probation Department, City Attorney, District Attorney, Mayor's Office, City Council Offices, and community residents and stakeholders. Various sites have been selected and added to the program over the years in an attempt to target specific areas that have gang activity. This fiscal year, the CLEAR program will target the following six sites: Northeast, Foothill, Devonshire, Newton, Hollenbeck, and the Sheriff's East Los Angeles Station.

There are several elements to the CLEAR program model. The Police Department deploys officers to address visible gang activity in the affected neighborhood. The Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys prosecute gang members in targeted areas. Through a Community Impact Team, community members and law enforcement work together on local priorities and strategies. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth at risk for gang affiliation.

3. **Memorandum of Agreement.**
The OCJP will administer this Memorandum of Agreement (MOA), which is between the City and the County. The City, as the grant recipient, is designated as the fiscal agent, and the County will submit invoices to the City for services rendered. The total payment from the City to the County as prescribed in the MOA is $1,536,549. Specifically, the funding in the MOA includes $355,965 for the Sheriff's Department, $596,100 for the District Attorney, and $484,484 for the Probation Department. The County will provide the City quarterly project status reports including planned work, project status updates and accomplishments, and a description of outstanding issues and potential resolutions.

4. **Contract with Lodestar Management/Research, Inc.**
The OCJP will administer this contract which is between the City and Lodestar Management/Research, Inc. Similar to prior year contracts with the City, Lodestar will provide evaluation services as well as any additional reports requested by the program's Executive Steering Committee, the Department of Justice, and the OCJP. The contract is for $40,000 with a term from July 1, 2003, to August 31, 2004. The contract, as drafted, is consistent with the City's contracting requirements. Based on a determination by the CAO's Contractor Enforcement Section, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, the Equal Benefits Ordinance, and the Slavery Disclosure Ordinance. The contract will be in compliance with the Contractor Responsibility Ordinance once posting is completed.

5. **Sources of Funds**.
A total of $2,638,750 can be used to implement year seven of the CLEAR program. $2,483,750 is through the Department of Justice, Bureau of Justice Assistance (of which $1,536,549 is for County Departments and $1,102,201 is for City Departments); $155,000 is rollover funding from prior year CLEAR budgets (of which $40,000 is for the Lodestar Management/Research contract and $110,000 is for City Departments).

6. **Distribution of Funds within City Departments**.
The City's funds of $1,015,192 will be distributed as follows:

City Attorney	$ 357,040.00	Salaries, General
	4,500.00	Operating Expenses
	$ 361,540.00	

The City Attorney's Office will receive $343,149 in grant funding to partially offset the cost of four positions supporting the CLEAR program (three Deputy City Attorneys II and one Deputy City Attorney III positions), as well as $13,891 in rollover funding from prior year CLEAR budgets for salaries. These positions were granted resolution authority as part of the 2003-04 Personnel Authority Resolution (C.F. 03-1700). The approximate annual salary cost for these positions is $396,272. The remaining cost will be a General Fund obligation that can be absorbed within the City Attorney Office's 2003-2004 budget as a result of salary savings.

The Mayor's OCJP will be responsible for administering the City Attorney operating expense funds totaling $4500.

Police Department	$ 275,582	Salaries, Sworn
	328,070	Sworn Overtime
	$ 603,652	

The Police Department requests continuing resolution authority for ten positions (four Sergeant II, three Detective II and three Detective III positions) to support the CLEAR program. The approximate annual salary cost for these positions is $904,959, which will be partially offset by $275,582 in grant funding. The remaining cost will be a General Fund Obligation, which has already been included in the Department's 2003-04 base budget.

Mayor's OCJP	$ 50,000	Salaries, General
	$ 50,000	

The Mayor's Office of Criminal Justice and Planning requests continuing resolution authority for one Mayoral Aide VI position to administer the CLEAR grant. The approximate annual salary cost for this position is $64,556, which will be partially offset by $50,000 in grant funding. The remaining cost will be paid with funds from other criminal justice grants.

WTF:AS:04040094c

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

Council File 01-0318

February 12, 2004

William Fujioka, City Administrative Officer
Office of the City Administrative Officer

RE: REQUEST FOR REPORT

At the request of the Chair of the Public Safety Committee, I am transmitting a copy of the report from the Mayor's Office of Criminal Justice Planning relative to the grant award from the Bureau of Justice Assistance for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program, to your Office, for review and recommendation.

Please transmit your completed report to the Public Safety Committee, c/o Adrienne Bass, Legislative Assistant, Office of the City Clerk, Room 395, City Hall, for scheduling and consideration by the Committee.

Sincerely,

Adrienne Bass

Adrienne Bass
Legislative Assistant
Public Safety Committee

CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

December 8, 2003

RECEIVED
CITY CLERK'S OFFICE
2004 FEB 10 PM 12 39
CITY CLERK
BY
DEPUTY

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

Re: Acceptance of the Grant Award from the Bureau of Justice Assistance for the Community Law Enforcement and Recovery (CLEAR) Program to continue the City/County Anti-Gang Initiative Program
Council File No. 01-0318

Contact: Joseph G. Jackson x8-0710

Transmitted herewith for consideration by the City Council is a proposed Standard Agreement between the United States Department of Justice, Bureau of Justice Assistance and the City of Los Angeles. The grant award funding is for $2,483,750 for a term of one year from September 1, 2003 to August 31, 2004.

The grant award provides funding to implement year seven of the City/County Community Law Enforcement and Recovery (CLEAR) Program. CLEAR is a unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police Department, the Sheriff's Department, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders.

Initially CLEAR targeted northeastern Los Angeles and steady funding has allowed the program to expand to six sites (Northeast, Foothill, Devonshire, Newton, Hollenbeck and the Sheriff's East Los Angeles Station). CLEAR continued in Northeast and expanded to the Foothill.

PUBLIC SAFETY

PERSONNEL FEB 12 2004

In the CLEAR model: the Los Angeles Police Department deploys officers to address visible gang activity in the affected neighborhoods; the Los Angeles Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity; Probation officers participate in special operations to ensure that gang members receive appropriate conditions of probation; the District Attorney and the City Attorney vigorously prosecute gang members in the target areas; and a Community Impact Team in which community and law enforcement agencies work together on local strategies to help facilitate neighborhood recovery. The CLEAR Team also coordinates with local intervention and prevention programs (such as L.A. Bridges) to re-direct youth at risk for gang affiliation. The Criminal Justice Planning Office has oversight of project implementation, including grant management, monitoring, technical assistance, operational support to the City and County partner agencies, and acting as a liaison between the City and the Bureau of Justice Assistance.

Transmitted also for consideration by City Council is a Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles to provide for the implementation of the CLEAR Program. The Memorandum of Agreement describes the partnership between the City of Los Angeles and three County Departments. Specifically the District Attorney's Office, the Sheriff's Department, and the Probation Department. The combined funding of $ 1,536,549 for these three entities is included in the Bureau of Justice Assistance funding ($2,483,750). The Memorandum of Agreement includes $596,100 for the District Attorney's Office, $355,965 for the Sheriff's Department, and $584,484 for the Probation Department.

Transmitted also for consideration by City Council is the Statement of Work and Contract for $40,000 with Lodestar Management Services, Inc. for evaluation of the CLEAR Program.

IT IS THEREFORE REQUESTED that the City Council and the Mayor:

(1) ACCEPT funding in the amount of $2,483,750 from the Bureau of Justice Assistance to conduct the CLEAR Program for the period of September 1, 2003 to August 31, 2004, subject to the approval of the City Attorney as to form and legality.

(2) ESTABLISH new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, Department 46, and appropriate funding provided from the Bureau of Justice Assistance, as follows:

V201 - Personnel Services	$947,201
V202 - Contractual Services	$1,536,549

(3) **REQUEST** the Controller to transfer:
(a) $789,319 from Fund 664, Department 46, Account V201, as follows:

GENERAL FUND 100, DEPARTMENT 70 (September 1, 2003 to June 30, 2004)

Police Dept., Salaries Sworn, Account 1012	$229,650
Police Dept., Overtime, Account 1092	$273,720

GENERAL FUND 100, DEPARTMENT 12 (September 1, 2003 to June 30, 2004)

City Attorney, Salaries General Account No. 1010	$285,949

(b) $157,882 from Fund 664, Department 46, Account V201, on July 1, 2004 as follows:

GENERAL FUND 100, DEPARTMENT 70 (July 1, 2004 to August 31, 2004)

Police Dept., Salaries Sworn, Account 1012	$45,932
Police Dept., Overtime, Account 1092	$54,750

GENERAL FUND 100, DEPARTMENT 12 (July 1, 2004 to August 31, 2004)

City Attorney, Salaries General Account No. 1010	$57,200

Transfer cash to Fund No. 100, Departments 70 and 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(4) **REQUEST** the Controller to transfer the total amount of $40,000 within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, as follows:

From 9901 to V170	$40,000

GENERAL FUND 100, DEPARTMENT 70

Police Dept., Salaries Sworn, Account 1012	$40,000

Transfer cash to Fund No. 100, Department 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(5) Transfer the amount of $40,000 within Fund 664, Department 46 from Account 9905 to Account V202 for the Lodestar Management Research contract (this funding is derived from the remaining operating budget from CLEAR III).

(6) Transfer the amount of $18,391 within Fund 664, Department 46 from Account T201 to Fund 100, Department 12, Account 1010 (this funding is derived from the remaining operating budget from CLEAR III).

(7) Authorize the Mayor's CJPO to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Office, and instruct the Controller to implement the instructions.

(8) **RESOLVE** that employment authority is approved in the Los Angeles Police Department for the period September 1, 2003 through August 30, 2004:

NO.	CODE	CLASSIFICATION
4	2227-2	Sergeant II
3	2223-2	Detective II
3	2223-3	Detective III

(9) **RESOLVE** that continued employment authority is approved in the Mayor's Criminal Justice Planning Office for the period September 1, 2003 through August 30, 2004:

NO.	CODE	CLASSIFICATION
1	0146	Mayoral Aide VI

(10) **APPROVE** the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2003 to August 30, 2004, for a total of **$1,536,549**, with funding from the Bureau of Justice Assistance ($596,100 for the District Attorney's Office, $355,965 for the Sheriff's Department, and $584,484 for the Probation Department); authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality.

(11) **APPROVE** the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period July 1, 2003 to August 30, 2004 for a total of **$40,000**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

Very truly yours,

JAMES K. HAHN
Mayor

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

RECEIVED

OCT - 8 2003

MAYOR'S OFFICE/CJPO

September 30, 2003

The Honorable James K. Hahn
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012-4801

Dear Mayor Hahn:

I am pleased to inform you that the Office of Justice Programs has approved the application for funding under the FY 2003 BJA Congressionally Mandated Awards in the amount of $2,483,750 for City of Los Angeles.

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, Deborah Price Scott, Program Manager at (202) 514-5677; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at askoc@ojp.usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Deborah J. Daniels
Assistant Attorney General

Enclosures

U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012-4801

4. AWARD NUMBER: 2003-DD-BX-1146

5 PROJECT PERIOD: FROM 09/01/2003 TO 08/31/2004

BUDGET PERIOD: FROM 09/01/2003 TO 08/31/2004

6. AWARD DATE 09/30/2003

7. ACTION: Initial

1A GRANTEE IRS/VENDOR NO.

956000735

8. SUPPLEMENT NUMBER

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE

FY 2003 BJA Congressionally Mandated Awards

10. AMOUNT OF THIS AWARD $ 2,483,750

11. TOTAL AWARD $ 2,483,750

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 1 PAGE(S).

13 STATUTORY AUTHORITY FOR GRANT

This project is supported under Omnibus Crime Control and Safe Streets Act of 1968, as amended (Title I, Part E, Subpart 1) (Public Law 90-351 500-522; 42 USC 3750-3766b), and particularly 510-512.

15 METHOD OF PAYMENT

LOCES

[redacted] AGENCY APPROVAL [redacted]

16 TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL

Deborah J. Daniels

Assistant Attorney General

17. SIGNATURE OF APPROVING OJP OFFICIAL

Deborah J. Daniels

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

James K. Hahn
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD ACT	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	D6	80	00	00		2483750

21. D603U00200

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

OJP FORM 4000/2 (REV 4-88)

U S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2003-DD-BX-1146 AWARD DATE 09/30/2003

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued removing this special condition.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Bureau of Justice Assistance

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

Grant

PROJECT NUMBER	PAGE 1 OF 1
2003-DD-BX-1146	

This project is supported under Omnibus Crime Control and Safe Streets Act of 1968, as amended (Title I, Part E, Subpart 1) (Public Law 90-351 500-522; 42 USC 3750-3766b), and particularly 510-512.

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Deborah Price Scott (202) 514-5677	Kimberly Hee Grants Program Specialist 200 No. Spring Street Mayor's Criminal Justice Planning, Rm M-175 Los Angeles , CA 90012-4801 (213) 978-0708

3a TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
FY 2003 BJA Congressionally Mandated Awards	

4. TITLE OF PROJECT

FY 2003 BJA Congressionally Mandated Awards

5. NAME & ADDRESS OF GRANTEE	6 NAME & ADRESS OF SUBGRANTEE
City of Los Angeles 200 North Spring Street Los Angeles, CA 90012-4801	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 09/01/2003 TO 08/31/2004	FROM: 09/01/2003 TO. 08/31/2004

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 2,483,750	09/30/2003

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)

The City's goal for the Bureau of Justice Assistance Congressionally Mandated Award is to reduce gang crime in the six existing CLEAR sites and in the Hollenbeck and East Los Angeles site by facilitating effective collaboration among criminal justice agencies and by engaging residents and the community in crime reduction efforts The program Objectives are outlined below:

Objective 1: CLEAR Operational Teams
· Increase the number of arrests (misdemeanor and felony) by 5% in the four existing CLEAR sites (Northeast, Foothill, Devonshire, and Newton)
· Increase the number of Probation arrests/violations by 5% in the four existing CLEAR sites (Northeast, Foothill, Devonshire, and Newton)
· Executive Committee convenes training and planning sessions for the Hollenbeck/East Los Angeles Sites
· Establish the Operational Team for the Hollenbeck/East Los Angeles Sites
· Develop and implement the six-month Operational Plan for the Hollenbeck/East Los Angeles Sites
· Convene ongoing Strategy Meetings for the Hollenbeck/East Los Angeles Sites

Objective 2: Community Engagement
· Conduct community and resident outreach
· Strengthen ties with L.A. Bridges programs in 3 middle schools
· Recruit 8 representatives of community organizations to be Community Impact Team members

Objective 3: Gang Crime Reduction
· Document a 5% reduction in gang crime from 2000 through 2004 (existing sites).
· Document a 5% reduction in overall gang crime from 2000 through 2004 in the Hollenbeck Site.

Project Implementation
The first months of the program year will be dedicated to incorporating the grant award and amending formal agreements with the partner agencies. The four (as of July 1) Operational Teams in the existing CLEAR sites will continue to implement the specific CLEAR strategy for the identified area. The Executive Committee will continue to oversee and monitor CLEAR activities in the four target areas (Northeast, Foothill, Devonshire, and Newton).

The remaining portion of the first quarter will be dedicated to establishing the new CLEAR site in the Hollenbeck Area and the Sheriff's Department adjacent East Los Angeles Site. The Executive Committee will convene and oversee the initial training and planning for the new site. The Operational Team for the Hollenbeck /East Los Angeles Site will be identified. The Team will conduct outreach activities to residents and community organizations for developing the Community Impact Team.

Activities for the second quarter will include developing and implementing a six-month strategy for the Hollenbeck Site. By the end of the second quarter, the Operational Team will be fully established Efforts will also be made to convene the first meeting with the members of the Community Impact Team.

Third and fourth quarter activities will include ongoing CLEAR activities in all four existing sites, and in the Hollenbeck/East Los Angeles Site. Additionally, the Executive Committee meetings will monitor and oversee activities and coordination. CLEAR activities will be evaluated and, based upon the initial findings strategies in all sites, will be modified and expanded.

NCA/NCF

City of Los Angeles
Community Law Enforcement and Recovery (CLEAR) Program

BJA Congressionally Mandated Awards

The primary purpose of *Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program* is to facilitate the recovery of gang-infested communities. This is accomplished by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration with City and County criminal justice agencies. The *CLEAR* Team includes the Los Angeles Police Department, the Los Angeles County Sheriff's Department, Los Angeles County Probation Department, Los Angeles City Attorney, Los Angeles County District Attorney, California Department of Corrections Parole, Los Angeles City Mayor's Criminal Justice Planning Office, Los Angeles City Council and Los Angeles County Supervisory Offices and community stakeholders.

CLEAR has had a verifiable impact on gang activity, and on the capacity to maintain that impact. Statistically significant decreases in gang crime have occurred in the current *CLEAR* target areas; community members have been meaningfully engaged in the process of community recovery; and government agencies, both within and outside the criminal justice system, have created breakthrough ways to collaborate among themselves and with these communities. The significant infusion of outside resources, combined with local contributions, has been critical to the success of this outstanding model for reclaiming and restoring our gang entrenched communities. The City of Los Angeles dedicates the Bureau of Justice Assistance Congressionally Mandated Award to continuing the CLEAR program at the four existing CLEAR sites and to establishing new CLEAR sites in the Los Angeles Police Department's Hollenbeck Division and the Los Angeles County Sheriff's Department East Los Angeles Station.

Problem Statement

During 2002, the Los Angeles Police Department identified 407 active gangs. Within the City there is estimated to be over 50,497 gang members. A recent trend noted by local gang experts is a rise in the gang ranks of a younger and more violent generation of members. This trend has made the aggressive recruitment of juveniles a pressing concern. Recruitment is taking place at elementary, middle and high schools throughout Los Angeles with members reaching out to children as young as nine years old. Gangs rely on attracting young people through a variety of tactics, including frightening them with threats of physical harm or enticing them with drugs, money, and recognition.

Typically, gang activities in Los Angeles involve the sale of narcotics on a continuing basis. Coupled with drug sales is the illegal acquisition and use of weapons to support trafficking. During the past year, crime trends have been attributed to gang warfare over turf and the drug trade. Gang activity related to drugs has largely promoted group terrorism. Neighborhoods that have been invaded by gangs struggle with a repetitive cycle of crime, intimidation, and a rise in crime. Crime actively reinforced with the practice of intimidation toward witnesses further challenges suppression efforts. Threats as well as overt violence often prevent witness identification or testimony in criminal cases.

In the most affected communities, schools have been weakened and law-abiding residents and businesses have been driven away. The presence of gangs diminishes lawful community activity and the quality of life. In Los Angeles, interagency information sharing is critical to reducing the City's violent crime. Moreover, efforts must incorporate strategies of control, supervision, and treatment of gang members who repeatedly commit serious criminal acts.

CLEAR Program Sites

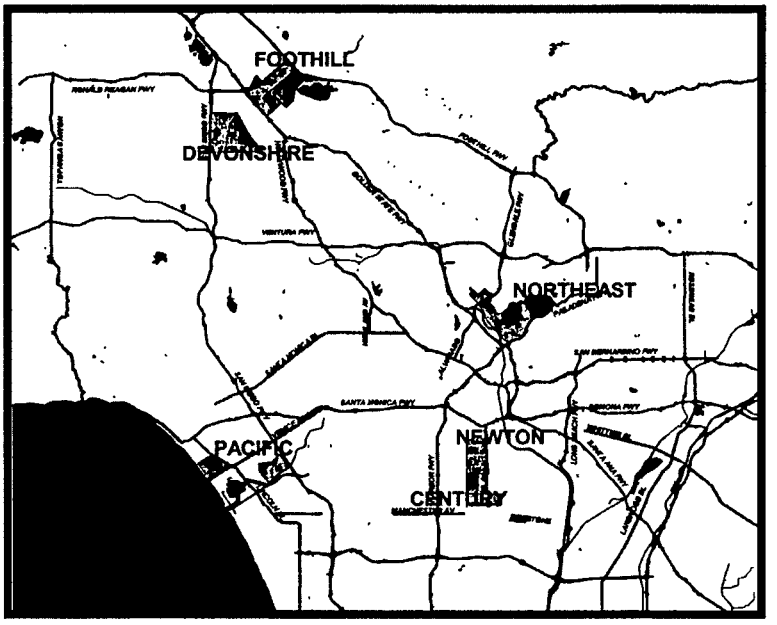
CLEAR was launched in November 1996 as part of President Clinton's Anti-Gang Initiative (AGI) funded by the Office of Community Oriented Policing Services (COPS) of the U.S. Department of Justice. Sentiment for the initiative was fueled by the widely publicized gang killing in September 1995 of a 3-year-old Stephanie Kuhen by members of the Avenues gang northeast of downtown Los Angeles. The first CLEAR site, in the Northeast Los Angeles Police Department (LAPD) area in which the killing occurred, became fully operational in April 1997. Today, multi-agency CLEAR Operations Teams and Community Impact Teams are well established and effective in five areas of Los Angeles City, and one area in the County of Los Angeles.

CLEAR sites are located in:

- Los Angeles Police Department Northeast Area
- Los Angeles Police Department Foothill Area
- Los Angeles Police Department Pacific Area (close out 6/30/03)
- Los Angeles Police Department Devonshire Area
- Los Angeles Police Department Newton Area
- Los Angeles County Sheriff's Century Station Area (close out 6/30/03)

CLEAR sites were selected and established based on the high rate of gang crime in the area. Within each site, there is a primary target and a secondary target area. CLEAR program resources are deployed based on gang activity with the primary area receiving first attention. Target areas are identified by Los Angeles Police Department Reporting Districts (RDs). Primary target areas are comprised of 3-4 reporting districts with the highest levels of gang crime.

Secondary areas are comprised of 5-9 reporting districts. Generally the secondary areas are contiguous to at least one side of the primary area

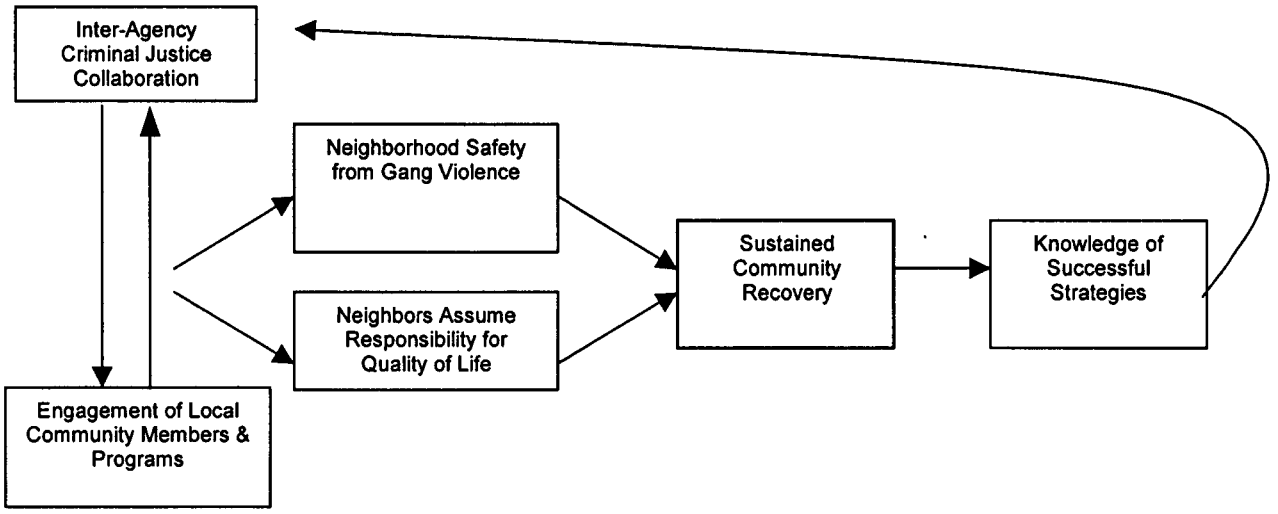


New CLEAR Hollenbeck and East Los Angeles Sites (start up 7/1/03)

The Hollenbeck Area is approximately 15.2 square miles. The local neighborhoods include Lincoln Heights, Montecito Heights, El Sereno, and Boyle Heights. The area has thirty-four identified gangs and the Los Angeles Police Department has documented more than 7,000 gang members. The primary target area for the deployment of CLEAR resources will be Reporting Districts 497, 487, 488 and 499. These districts are critical due to an increase in criminal activity involving the following gangs: Varrio Nuevo Estrada, 8th Street, Opal Street, and the Indiana Dukes all currently involved in ongoing feuds. This has resulted in a 13% increase in violent crime in the identified reporting districts between 2001 and 2002. Additionally, there has been a rise in shootings, assault with a deadly weapon, and attempted murder cases. The Secondary target area for the site will be reporting district 477 and 479. These districts include the White Fence and the Opal Street gangs.

The Sheriff's Department East Los Angeles CLEAR site will work closely with the Hollenbeck site by targeting a contiguous geographical area (reporting district 0275,0276, 0277, and 0278) that is controlled by Varrio Nuevo Estrada, Lil Valley, Laguna Park Vikings, King Cobra and Lot Gang. The coordination is essential, as past experience has documented that suppression efforts in a primary target area lead to increases in gang related crimes in neighboring and geographically contiguous areas.

Program Model



The CLEAR Logic Model

As the logic model diagram indicates, the CLEAR program is a gang-specific, neighborhood-specific, dynamic combination of law enforcement (including vertical prosecution) and local community engagement. The immediate results – both neighborhood safety and the community taking responsibility for its quality of life – are seen as critical elements in a lasting neighborhood recovery from the effects of gang violence. An important additional element of the CLEAR logic model is using the lessons of older sites to improve current and future CLEAR sites and to help ensure successful replications elsewhere.

CLEAR Operational Teams

Each *CLEAR* site includes an Operational Team. The Team members (law enforcement personnel, prosecutors, and probation officers) develop six-month plans, ongoing contacts and strategy meetings (twice a month) guide the team's program implementation. Critical information to respond to developing situations is also discussed by the Operational Team. Monthly activity tracking reports are completed to assist each site with monitoring and revising plans and strategies. The key to success has been the immediate availability of police officers, sheriff deputies, district attorneys, city attorneys, probation and parole officers in the defined primary and secondary target areas. The Team members and their roles are outlined below:

- The Los Angeles Police Department deploys officers to address visible gang activity in the affected neighborhood;
- The Los Angeles Sheriff's Department investigates all gang related crimes that occur within the designated areas and attends community meetings and events related to CLEAR operations;

- Jail intelligence and information about parolees and other releases are obtained for the purpose of targeting the deployment of resources;
- Correction officers supervise all parolees during their re-entry into society;
- Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation;
- Probation and Parole ride-alongs with patrol officers are frequently used to enhance the identification and control of gang activity in the CLEAR site;
- Gang violence is reduced by linkages with gang injunctions and other law enforcement programs operating in CLEAR sites;
- The District Attorney's Office and City Attorney's Office designate deputies to vigorously prosecute gang members in the target area;
- Prosecutors engage in community-based and vertical prosecution; and
- CLEAR Teams share information and engage in joint special operations with federal agencies and with other state and local agencies.

CLEAR Community Impact Teams

All of the program sites also collaborate with residents. Residents from the neighborhoods with a stake in controlling gang violence are brought together with law enforcement. The role of the Community Impact Team is to help law enforcement agencies engage the community in the recovery process. The Community Impact Teams provide a specific focus on quality of life issues, such as graffiti, trash pick-up, and juveniles loitering outside liquor stores or intimidating a neighborhood. This has helped to motivate and connect residents with law enforcement. The Community Impact Team also serves to connect, the CLEAR suppression efforts to community prevention and intervention activities. Residents on the Teams have greatly expanded the ability of law enforcement agencies to partner with community organizations, public social service agencies, and private resources. Each Community Impact Team aims to decrease local gang violence and to improve the quality of life in the designated neighborhood. As teams work together on local priorities and strategies, the "wall of silence" that is so often seen in gang-ridden communities can be significantly reduced.

CLEAR Executive Committee

The Clear Executive Committee provides program policy, management, and oversight for all of the CLEAR sites. The Committee also ensures inter-agency at the executive level as well as at the operational level. Each core agency is represented and the Committee meets monthly. The Executive Committee

reviews, evaluates and modifies strategies to reduce gang violence. Additionally, the Committee reinforces and authorizes inter-agency operational plans and provides the essential resources for each site. Another essential role of the Executive Committee is training and guiding the program implementation for new sites.

Goals and Objectives

For the most recent three-year period (April 2000 to March 2003), program evaluation data of the existing CLEAR sites documents a statistically significant decrease in gang crime. Aggregate findings for all sites combined show a significant decrease in gang crime within the primary areas. Also the combination of all primary and secondary areas shows a significant decrease in gang crime. For the same identified period, (April 2000 to March 2003) the District Attorney's office convicted 663 offenders stemming from 1,842 arrests made through the program by the Los Angeles Police Department and the Los Angeles Sheriff's Department. The other successful outcomes measured for the CLEAR sites include:

- Improvements in the identification, investigation, vertical prosecution and conviction of gang members in the targeted neighborhoods
- Decreases in levels of violence and improvements in quality of life perceived by community members involved in the Impact Teams
- Positive findings from analyses of crime data. Since CLEAR program began, statistically significant decreases in gang crime have occurred at all program sites in either primary or secondary or both target areas
- An unusual degree of effective cross-agency collaboration among the programs six core agencies at both executive and operational levels
- Important ties with residents and community agencies that promote gang prevention and intervention.

Based on these accomplishments, the City's goal for the Bureau of Justice Assistance Congressionally Mandated Award is to reduce gang crime in the six existing CLEAR sites and in the Hollenbeck and East Los Angeles site by facilitating effective collaboration among criminal justice agencies and by engaging residents and the community in crime reduction efforts. The program Objectives are outlined below:

<u>Objective 1: CLEAR Operational Teams</u>

- Increase the number of arrests (misdemeanor and felony) by 5% in the four existing CLEAR sites (Northeast, Foothill, Devonshire, and Newton)
- Increase the number of Probation arrests/violations by 5% in the four existing CLEAR sites (Northeast, Foothill, Devonshire, and Newton)

- Executive Committee convenes training and planning sessions for the Hollenbeck/East Los Angeles Sites
- Establish the Operational Team for the Hollenbeck/East Los Angeles Sites
- Develop and implement the six-month Operational Plan for the Hollenbeck/East Los Angeles Sites
- Convene ongoing Strategy Meetings for the Hollenbeck/East Los Angeles Sites

Objective 2: Community Engagement

- Conduct community and resident outreach
- Strengthen ties with L.A. Bridges programs in 3 middle schools
- Recruit 8 representatives of community organizations to be Community Impact Team members

Objective 3: Gang Crime Reduction

- Document a 5% reduction in gang crime from 2000 through 2004 (existing sites).
- Document a 5% reduction in overall gang crime from 2000 through 2004 in the Hollenbeck Site.

Project Implementation

The first months of the program year will be dedicated to incorporating the grant award and amending formal agreements with the partner agencies. The four (as of July 1) Operational Teams in the existing CLEAR sites will continue to implement the specific CLEAR strategy for the identified area. The Executive Committee will continue to oversee and monitor CELAR activities in the four target areas (Northeast, Foothill, Devonshire, and Newton).
The remaining portion of the first quarter will be dedicated to establishing the new CLEAR site in the Hollenbeck Area and the Sheriff's Department adjacent East Los Angeles Site. The Executive Committee will convene and oversee the initial training and planning for the new site. The Operational Team for the Hollenbeck /East Los Angeles Site will be identified. The Team will outreach residents and community organizations for developing the Community Impact Team.

Activities for the second quarter will include developing and implementing a six-month strategy for the Hollenbeck Site. By the end of the second quarter, the Operational Team will be fully established. Efforts will also be made to convene the first meeting with the members of the Community Impact Team.

Third and fourth quarter activities will include ongoing CLEAR activities in all four existing sites, and in the Hollenbeck/East Los Angeles Site. Additionally, the Executive Committee meetings will monitor and oversee activities and coordination. CLEAR activities will be evaluated and based upon the initial findings strategies in all sites will be modified and expanded.

Project Management

The Mayor's Criminal Justice Planning Office of the City of Los Angeles will manage the Los Angeles CLEAR: BJA Congressionally Mandated Award. The Office has twenty years of experience in managing grant funds and is responsible for securing and administering the City's State and Federal public safety and criminal justice grants. The annual budget for the Office is 160 million dollars. All of these funds require programmatic and fiscal audits and the City has a demonstrated history of grant award compliance. The Office is staffed by a full time Director and seven additional full time positions.

References

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A review of predictors of violence, In *Serious and Violent Juvenile Offenders: Risk Factors and Successful Interventions,* Thousand Oaks, CA: Sage Publications, Inc.

Los Angeles Police Department, Information Technology Division 2002
Juvenile Arrests, In *Statistical Digest*, Los Angeles CA: Management Report Unit

BJA Congressionally Mandated Awards
City of Los Angeles: *CLEAR Program Northeast, Foothill, Devonshire, & Newton*
Budget Narrative

A. Personal Services: List each position by title. 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.

Los Angeles City Attorney

The City Attorney's Office has been an integral part of the CLEAR program since its inception, vertically prosecuting misdemeanor gang crimes and focusing on quality of life crimes and nuisance abatement in each of the CLEAR sites (Northeast, Foothill, Devonshire, & Newton). With the partner agencies, the Office has made significant strides in combating gang violence in the City of Los Angeles.

The existing CLEAR sites (Northeast, Foothill, Devonshire, & Newton) will be staffed by two full time dedicated and experienced Deputy City Attorneys from the City Attorney Gang Unit. Each deputy city prosecutor assigned to the CLEAR Team will vertically prosecute all misdemeanor offenses and local ordinance violations committed by targeted gang members, focus on gang related nuisance and quality of life issues, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The assigned prosecutors will be co-located with the other members of the CLEAR Operations Team.

(1) Deputy City Attorney (Northeast, Foothill, Devonshire, & Newton)
1FTE X $7,806 X 12 months = $93,672

(1) Deputy City Attorney (Northeast, Foothill, Devonshire, & Newton)
1FTE X $7,806 X 12 months = $93,672

TOTAL CITY ATTORNEY SALARIES =$187,344

Los Angeles Police Department

The existing CLEAR sites (Northeast, Foothill, Devonshire, & Newton) will be staffed by seven .25FTE dedicated and experienced detectives. Each detective assigned to the CLEAR Team will investigate all gang related crimes that occur within the designated areas, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. There are a total of seven officers assigned to the CLEAR sites.

(1) Detective III (Northeast)
.25FTE X $8,401 X 12 months = $25,204

(1) Sergeant II (Devonshire)
.25FTE X $8,063 X 12 months = $24,190
(1) Detective II (Devonshire)
.25FTE X $7,646 X 12 months = $22,939
(1) Sergeant II (Foothill)
.25FTE X $8,063 X 12 months = $24,190
(1) Detective II (Foothill)
.25 FTE X $7,646 X 12 months = $22,939
(1) Sergeant II (Newton)
.25FTE X $8,063 X 12 months = $24,190
(1) Detective II (Newton)
.25 FTE X $8,401 X 12 months = $25,204

Overtime Funds: A total of $188,541 has been allocated for overtime. Funds allow the officers to increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR operations in the respective sites.
3,428 hours @ 55/per hour = **$188,541**

TOTAL LOS ANGELES POLICE DEPARTMENT SALARIES= $357,397

B. Fringe Benefits: Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the budget category 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.

Los Angeles City Attorney
The City of Los Angeles operated with a federally approved Cost Allocation Plan. The rate for the City of Los Angeles City Attorney is 12.59% for the fringe benefits.
CITY ATTORNEY FRINGE $187,344 X 12.596% = $23,597

G. Consultants/Contracts: Provide a description of the service to be procured by contract and the detailed costs.

Los Angeles District Attorney
The District Attorney's Office dedicates 4 FTE Deputy District Attorneys for the existing CLEAR sites (Northeast, Foothill, Devonshire, &Newton). The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. Each dedicated Attorney must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney(s) vertically prosecutes (from the filing stage to sentencing), all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorneys work with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorney will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District

Attorney will also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

(2) Deputy District Attorney (Northeast, Foothill, Devonshire, & Newton)
1FTE X $7,749.33 X 12 months = $92,992
1FTE X $7,749.33 X 12 months = $92,992

(1) Deputy District Attorney (Northeast, Foothill, Devonshire, & Newton)
1FTE X $6,190.19 X 12 months = $74,283

(1) Deputy District Attorney (Northeast, Foothill, Devonshire, & Newton)
1FTE X $6,259.08 X 12 months = $75,109

(.3) Deputy District Attorney (Northeast, Foothill, Devonshire, & Newton)
.3FTE X $6,190.19 X 12 months =$22,284

TOTAL DISTRICT ATTORNEY SALARIES = $357,660

Los Angeles Sheriff's Department

The existing Clear sites (Northeast, Foothill, Devonshire, &Newton) will be staffed by a Lieutenant, a Gang Investigator and a Data Systems Coordinator. The Lieutenant will serve as the Officer In Charge and the Gang Investigator will investigate all gang related crimes that occur within the designated areas. The Gang Investigator will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The Data Systems Analyst will maintain statistics related to the CLEAR operations area and will manage Cal Gangs as it relates to the CLEAR sites. The Gang Investigator will be co-located with the other members of the CLEAR Operations Team.

(1) Lieutenant (Northeast, Foothill, Devonshire, & Newton)
.60FTE X $8,752.82 X 12 months = $63,020

(1) Gang Investigator (Northeast, Foothill, Devonshire, & Newton)
.60FTE X $6,167.73 X 12 months = $44,408

(1) Data Systems Analyst (Northeast, Foothill, Devonshire, & Newton)
.60 FTE X $6,290.64 X 12 months = $45,293

SUB-TOTAL SALARIES = $152,721

Overtime Funds: The $3,204 overtime fund allows the Gang Investigator to dedicate time for investigations and to participate in task force events related to CLEAR operations in the respective sites $3,204

TOTAL SHERIFF DEPARTMENT SALARIES= $155,924

Fringe Benefits: The County operates with a federally approved Cost Allocation Plan. The rate for the County Sheriff's Department is 37.764% for the fringe benefits.

SHERIFF DEPARTMENT FRINGE $152,720.54 X 37.764% = $57,673

Probation Department

The staff dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of CLEAR are the Deputy Probation Officer II (s). These officers coordinate and conduct the following field-related activities: police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood. Serve as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community-based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

The Intermediate Typist Clerk is essential to the CLEAR Program in assisting the supervisors and the Deputy Probation Officers as they carry out the Probation function of the program. The Typist Clerk(s) are charged with the following duties: Coordinate and schedule meetings as needed for the Supervising Deputy Probation Officer and Deputy Probation Officers assigned to the program; Type letters, memorandums, office directives, etc. Assist the Supervisor in maintaining vacation and training schedules for the staff; Assist the Supervisor in assessing and maintaining equipment and supplies; Search records and files for data relating to court records, subpoenas, evidence, gang surveillance information, etc.; and Assist the Supervisor in conducting research, information gathering, and preparing any necessary analytical reports.

(4) Deputy Probation Officer II (Northeast, Foothill, Devonshire, & Newton)
1FTE X $4,823 X 12 months = $57,870
1FTE X $4,823 X 12 months = $57,870
1FTE X $4,823 X 12 months = $57,870
1FTE X $4,823 X 12 months = $57,870

(1) Intermediate Typist Clerk (Northeast, Foothill, Devonshire, & Newton)
.50 FTE X $2,216 X 12 months = $13,300
.50 FTE X $2,216 X 12 months = $13,300

TOTAL PROBATION DEPARTMENT SALARIES = $258,080

Fringe Benefits: The County operates with a federally approved Cost Allocation Plan. The rate for the County Probation Department is 37.764% for the fringe benefits.

PROBATION DEPARTMENT FRINGE $258,080 X 35.88% = $92,575

BJA Congressionally Mandated Awards
City of Los Angeles: *CLEAR Program*
Northeast, Foothill, Devonshire & Newton
Budget Detail Worksheet

A. Personnel – 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.

Name/Position	Computation	Cost
Deputy City Attorney	1FTE X $7,806 X 12 months	$93,672
Deputy City Attorney	1FTE X $7,806 X 12 months	$93,672
LAPD Overtime	3,428 hours X $55/per hour	$188,541
Detective II	.25FTE X $8,401 X 12 months	$25,204
Sergeant II	.25FTE X $8,063 X 12 months	$24,190
Detective II	.25FTE X $7,646 X 12 months	$22,939
Sergeant II	.25FTE X $8,063 X 12 months	$24,190
Detective II	.25FTE X $7,646 X 12 months	$22,939
Sergeant II	.25FTE X $8,063 X 12 months	$24,190
Detective II	.25FTE X $8,401 X 12 months	$25,204
		TOTAL $544,714

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category 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.

Name/Position	Computation	Cost
City Attorney	$187,344 X 12.596%	$23,597
		TOTAL $23,597

C. Travel – 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).

Purpose	Location	Item	Computation	Cost
			TOTAL	**$0.00**

D. Equipment – List non-expendable items that are to be purchases. 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. Expendable items should be included either in the "supplies" category or in the "Other" category. Rented or leased equipment costs should be listed in the "Contractual" category. In the budget narrative explain how the equipment is necessary for the success of the project.

Item	Computation	Cost
	TOTAL	$0.00

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $1,000, such as books, hand held tape recorders) and show the basis for computation. Supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
	TOTAL	$0.00

F. Construction

Description	Computation	Cost
		TOTAL $0.00

G. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if know, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day require additional justification and prior approval from BJA.

Name of Consultant	Service Provided	Computation	Cost

Total $0.00

Contracts: Provide a description of the service to be procured by contract and an estimate of the cost.

Dep. District Attorney	1FTE X $7,749 X 12 mo.	$92,992
Dep. District Attorney	1FTE X $7,749 X 12 mo.	$92,992
Dep. District Attorney	1FTE X $6,190 X 12 mo.	$74,283
Dep. District Attorney	1FTE X $6,259 X 12 mo.	$75,109
Dep. District Attorney	.30 FTE X $6,190 X 12 mo.	$22,284
Lieutenant	.60 FTE X $8,752.82 X 12 mo.	$63,020
Gang Investigator	.60 FTE X $6,167.73 X 12 mo.	$44,407
Data Sys. Analyst	.60 FTE X $6,290.64 X 12 mo.	$45,293
Sheriff's Dept. Fringe	$152,720 X 37.764%	$57,673
Sheriff's Overtime	58.25 hours X $55/per hour	$3,204
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Typist Clerk	.50 FTE X $2,216 X 12 mo.	$13,300
Typist Clerk	.50 FTE X $2,216 X 12 mo.	$13,300
Probation Dept Fringe	$258,080 X 35.88%	$92,575

TOTAL $921,912

H. Other Costs – 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.

Description	Computation	Cost

TOTAL $0.00

Budget Summary –Transfer the totals for each category to the spaces below. Compute the total project costs.

Budget Category	Amount
A. Personnel	$544,741
B. Fringe Benefits	$23,597
C. Travel	
D. Equipment	
E. Supplies	
F. Construction	
G. Consultants/Contracts	$921,912
H. Other	
TOTAL PROJECT COSTS	$1,490,250

Total Request $1,490,250

BJA Congressionally Mandated Awards
City of Los Angeles: *CLEAR Program Hollenbeck Site*
Budget Narrative

A. Personal Services: List each position by title. 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.

Los Angeles City Attorney

The City Attorney's Office has been an integral part of the CLEAR program since its inception, vertically prosecuting misdemeanor gang crimes and focusing on quality of life crimes and nuisance abatement in the CLEAR Hollenbeck site. With the partner agencies, the Office has made significant strides in combating gang violence in the City of Los Angeles.

The Hollenbeck CLEAR site will be staffed by one full time dedicated and experienced Deputy City Attorneys from the City Attorney Gang Unit. The deputy city prosecutor assigned to the CLEAR Team will vertically prosecute all misdemeanor offenses and local ordinance violations committed by targeted gang members, focus on gang related nuisance and quality of life issues, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. The deputy city prosecutor will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The assigned prosecutor will be co-located with the other members of the CLEAR Operations Team.

(1) Deputy City Attorney
1FTE X $9,786 X 12 months = $117,424

TOTAL CITY ATTORNEY SALARIES =$117,424

Los Angeles Police Department

The Hollenbeck CLEAR site will be staffed by three dedicated and experienced detectives. Each detective assigned to the CLEAR Team will investigate all gang related crimes that occur within the designated areas, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. There are a total of three officers assigned to the CLEAR sites.

(1) Sergeant II
.25FTE X $8,063 X 12 months = $24,190
(1) Detective II
.25FTE X $7,646 X 12 months = $22,939
(1) Detective III
.5984FTE X $8,300 X 12 months =$59,597

Overtime Funds: There are a total of three officers assigned to the CLEAR Hollenbeck site. A total of $139,292 has been allocated for overtime. Funds allow the officers to increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR operations in the respective sites.
2,544 hours @ 55/per hour = $139,929

TOTAL LOS ANGELES POLICE DEPARTMENT SALARIES= $216,655

B. Fringe Benefits: Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the budget category 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.

Los Angeles City Attorney
The City of Los Angeles operated with a federally approved Cost Allocation Plan. The rate for the City of Los Angeles City Attorney is 12.59% for the fringe benefits.
CITY ATTORNEY FRINGE $117,424 X 12.59% = $14,784

G. Consultants/Contracts: Provide a description of the service to be procured by contract and detailed costs.

Los Angeles District Attorney
The District Attorney's Office dedicates 1.7 FTE Deputy District Attorneys for the Hollenbeck CLEAR site. The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. Each dedicated Attorney must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney(s) vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney(s) works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorney(s) will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorney(s) also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

(1.7) Deputy District Attorney
1FTE X $11,688.24 X 12 months = $140,259
.7FTE X $11,688.24 X 12 months = $98,181

TOTAL DISTRICT ATTORNEY SALARIES = $238,440

Los Angeles Sheriff's Department
The Hollenbeck CLEAR site will be staffed by a Lieutenant, a Gang Investigator and a Data Systems Coordinator. The Lieutenant will serve as the Officer in charge and the Gang Investigator will investigate all gang related crimes that occur within the

designated areas. The Gang Investigator will also attend and participate in community meetings and events related to CLEAR operations in the respective sites. The Data Systems Analyst will maintain statistics related to the CLEAR operations area and will manage Cal Gangs as it relates to the CLEAR sites. The Gang Investigator will be co-located with the other members of the CLEAR Operations Team.

(1) Lieutenant
.40 0FTE X $8,752.82 X 12 months = $42,014

(1) Gang Investigator
.40FTE X $6,167.73 X 12 months = $29,605

(1) Data Systems Analyst
.40 FTE X $6,290.64 X 12 months = $30,195

SUB-TOTAL SALARIES = $101,814

Overtime Funds: The overtime fund allows the Gang Investigator to dedicate time for investigations and to participate in task force events related to CLEAR operations in the respective sites $2,105

TOTAL SHERIFF DEPARTMENT SALARIES=$103,919.

Los Angeles Sheriff's Department
The County operates with a federally approved Cost Allocation Plan. The rate for the County Sheriff's Department is 37.764% for the fringe benefits.
SHERIFF DEPARTMENT FRINGE $101,813.70 X 37.764% = $38,448

Probation Department
The staff dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of CLEAR are the Deputy Probation Officer II (s). These officers Coordinate and conduct the following field-related activities: police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood. Serve as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

The Intermediate Typist Clerk is essential to the CLEAR Program in assisting the supervisors and the Deputy Probation Officers as they carry out the Probation function of the program. The Typist Clerk(s) are charged with the following duties: Coordinate and schedule meetings as needed for the Supervising Deputy Probation Officer and Deputy

Probation Officers assigned to the program; Type letters, memorandums, office directives, etc. Assist the Supervisor in maintaining vacation and training schedules for the staff; Assist the Supervisor in assessing and maintaining equipment and supplies; Search records and files for data relating to court records, subpoenas, evidence, gang surveillance information, etc.; and Assist the Supervisor in conducting research, information gathering, and preparing any necessary analytical reports.

(2) Deputy Probation Officer II Hollenbeck
1FTE X $4,823 X 12 months = $57,870
1FTE X $4,823 X 12 months = $57,870

(1) Intermediate Typist Clerk Hollenbeck
.50 FTE X $2,216 X 12 months = $13,300
.50 FTE X $2,216 X 12 months = $13,300

SUB-TOTAL SALARIES = $142,340

Overtime Funds: The overtime fund allows the Deputy Probation Officer to dedicate time for investigations and to participate in task force events related to CLEAR operations in the respective sites. 686 hours @ $41.22/per hour =$28,276

TOTAL PROBATION DEPARTMENT SALARIES = $170,616

The County operates with a federally approved Cost Allocation Plan. The rate for the County Probation Department is 37.764% for the fringe benefits.
PROBATION DEPARTMENT FRINGE $142,340 X 35.98% = $51,214

The Probation Department requires office supplies for the Hollenbeck site. **The total amount is $12,000**. This provides ($1,000) monthly costs for maintenance agreements on FAX and Copier and toner and paper.
$1,000 X 1 sites X 12 months = $12,000
TOTAL PROBATION DEPARTMENTSUPPLIES $12,000

BJA Congressionally Mandated Awards
City of Los Angeles: *CLEAR Program*
Hollenbeck Site
Budget Detail Worksheet

A. Personnel – 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.

Name/Position	Computation	Cost
Deputy City Attorney	1FTE X $9,786 X 12 months	$117,424
Sergeant II	.25 FTE X $8,063 X 12 months	$24,190
Detective II	.25 FTE X $7,646 X 12 months	$22,939
Detective III	.5984 FTE X $8,300 X 12 months	$59,597
LAPD Overtime	2,544 X $55/per hour	$139,929
	TOTAL	**$364,079**

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category 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.

Name/Position	Computation	Cost
City Attorney	$117,424 X 12.59%	$14,784
	TOTAL	**$14,784**

C. Travel – 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).

Purpose of Travel	Location	Item	Computation	Cost
			TOTAL	**$0.00**

D. Equipment – List non-expendable items that are to be purchases. 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. Expendable items should be included either in the "supplies" category or in the "Other" category. Rented or leased equipment costs should be listed in the "Contractual" category. In the budget narrative explain how the equipment is necessary for the success of the project.

Item	Computation	Cost
	TOTAL	$0.00

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $1,000, such as books, hand held tape recorders) and show the basis for computation. Supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
	TOTAL	$0.00

F. Construction –

Description	Computation	Cost
	TOTAL	$0.00

G. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if know, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day require additional justification and prior approval from BJA.

Name of Consultant	Service Provided	Computation	Cost
		Total	

Contracts: Provide a description of the service to be procured by contract and an estimate of the cost.

Deputy District Attorney	1FTE X $11,688.24 X 12 mo.	$140,259
Deputy District Attorney	.7 FTE X $11,688.24 X 12 mo.	$98,181
Lieutenant	.40 FTE X $8,752.82 X 12 mo.	$42,014
Gang Investigator	.40 FTE X $6,167.73 X 12 mo.	$29,605
Data Sys. Analyst	.40 FTE X $6,290.64 X 12 mo.	$30,195
Sheriff's Dept. Fringe	$101,813.70 X 37.764%	$38,448
Sheriff Overtime	38.27 hours X $55/per hour	$2,105
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Deputy Probation Officer	1FTE X $4,823 X 12 mo.	$57,870
Typist Clerk	.50 FTE X $2,216 X 12 mo.	$13,300
Typist Clerk	.50 FTE X $2,216 X 12 mo.	$13,300
Probation Office Supplies	$1,000/per month X 12 mo.	$12,000
Probation Dept. Fringe	$142,340 X 35.98%	$51,214
Probation Overtime	686 hours X $41.22/per hour	$28,276

TOTAL $614,637

H. Other Costs – 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.

Description	Computation	Cost

TOTAL $0.00

Budget Summary –Transfer the totals for each category to the spaces below. Compute the total project costs.

Budget Category	Amount
	$364,079
A. Personnel	
	$14,784
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	
F. Construction	
G. Consultants/Contracts	$614,637
H. Other	
TOTAL PROJECT COSTS	$993,500

Total Request $993,500

COMBINED Budget Summary –Transfer the totals for each category to the spaces below. Compute the total project costs.

Budget Category	Amount
	$908,820
A. Personnel	
	$38,381
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	
F. Construction	
G. Consultants/Contracts	$1,536,549
H. Other	
TOTAL PROJECT COSTS	$2,483,750

Total Request $2,483,750

PROFESSIONAL SERVICES AGREEMENT

Contractor: LODESTAR MANAGEMENT RESEARCH

Title: Los Angeles City/County CLEAR Program

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LODESTAR MANAGEMENT RESEARCH, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and, Lodestar Management Research, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Mayor's Criminal Justice Planning Office, hereinafter called the CJPO, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the CJPO 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;

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

WHEREAS, the project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded by the City of Los Angeles through the Department of Justice, Bureau of Justice Assistance in the amount of $2,483,750 which has been approved by the Los Angeles City Council and the Mayor (C.F. No._____) adopted _____; and

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as Project Peacemakers, Inc. having its principal office at 5311 South Western Avenue, Los Angeles, CA 90082.

§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:

   Joseph G. Jackson, Director
   Mayor's Criminal Justice Planning Office
   200 North Spring Street, Room M175
   Los Angeles, California 90012

2. The representative of the Contractor shall be:

   Lodestar Managemen Research, Inc.,
   Morgan Lyons, Ph.D.
   315 West 9th Street, Suite 401
   Los Angeles, CA 90015

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 § 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 §416C of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §416D of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

D. A Certificate Regarding Compliance with the Americans with Disabilities Act in accordance with §416E of this Agreement and attached hereto as Exhibit D and made a part hereof.

E. A Certificate Regarding Compliance With the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles in accordance with § 419 of this Agreement and attached hereto as Exhibit E.

F. A Certification Of Compliance With Child Support Obligations in accordance with § 416.L of this Agreement and attached hereto as Exhibit F and made a part hereof.

G. A Notice of Prohibition Against Retaliation in accordance with § 419 of this Agreement and attached hereto as Exhibit G and made a part hereof.

H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with § 420 of this Agreement and attached hereto as Exhibit M and made a part hereof.

I. A Certification of Compliance With Contractor's Responsibility Ordinance/ in accordance with §421 of this Agreement and attached hereto as Exhibit I and made a part hereof.

J. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with § 422 of this Agreement and attached hereto as Exhibit J.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on September 1, 2003 and end on August 30, 2004 (or until such later time as Federal funds are available for this particular project) 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 contractual services that are supported by the attached Statement of Work, incorporated herein by reference (Exhibit L). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor is to work with CJPO and the Executive Steering Committee of the CLEAR Program to provide evaluation services to the project. In addition, the Contractor shall provide any additional reports and information on program activities and results as requested by the Executive Steering Committee, U.S. Department of Justice, and CJPO.

It is expressly understood and agreed that City will retain ultimate control of and responsibility for the Grant Award project, including contract administration by CJPO, and the Contractor agrees to be bound by the terms and conditions of the Statement of Work applicable to City in the conduct of the project.

§203. Confidentiality of Information

A. General

Contractor and its employees, consultants and subcontractors may, in the course of the work, gain access to "Criminal History Information". Accordingly, Contractor shall document that it has provided each of its employees and subcontractors who provide services at City facilities, or who access the FDC System, with the provisions of the Crime Control Act of 1973.

Contractor shall implement reasonable and prudent measures to keep secure and private criminal history information, as defined in the Crime Control Act of 1973, accessed by its employees or subcontractors during the performance of this Agreement.

B. Crime Control Act of 1973

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance.

The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of assistance of Contractor or subcontractor under provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this Title. Copies of such information shall be immune from legal process, and shall not without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings.

All criminal history information collected, stored or disseminated through support under this title shall contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor shall assure that the security and privacy of all information is adequately provided for and that information

shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete or maintained in violation of this Title, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524C of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Article, or of any rule, regulation or other issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $40,000. The foregoing payment represents the total compensation paid by City to Contractor for services to be performed as designated by this Agreement. The City shall make an advance payment of $10,000 to Contractor upon execution of contract. Contractor shall furnish such supporting documentation, as requested by CJPO, at such time as so requested, showing expenditure of said $10,000, or any part thereof. Disbursement of any additional funds by City to Contractor under this Contract shall be contingent upon receipt of such funds by City from the State, unless City, at its own option, decides to make any additional disbursement. Should funds not be made available due to State's failure to provide such funds to City, the City may immediately terminate all obligations hereunder. Upon termination of this Contract, Contractor shall return to City all unexpended funds.

B. Each invoice shall be accompanied by a statement detailing the work completed. Funds shall not be released until the City has approved the work received from the Contractor for each invoice period. The monthly payments to Contractor will thereafter be made upon submission of detailed invoices after the initial advance as follows:

   I. An original invoice, on the Contractor's letterhead and signed by the Project Director and/or Fiscal Manager of the Contractor will be delivered to the authorized representative of the City within fifteen (15) calendar days after the last day of the preceding monthly period. The original invoice will have attached to it copies of the receipts which support the requested

reimbursement.

II. The receipts will be arranged by category (i.e., personal services, benefits, consultant contracts, operating expenses, etc.) and by vendor and stapled together along with an adding machine tape that reflects the total of the receipts for that category. This total will correspond to the category total on the invoice. This procedure will allow for prompt review by the City authorized representative and payment for approved items will be made. All purchases by Contractor shall be in accordance with the procurement requirements of the Department of Justice and CJPO.

III. City payments to the Contractor will be paid only after the work has been approved and if the invoices are satisfactory to CJPO. City may require an audit before any payment is made. In the event payment of an invoice is in question, the City will notify the Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval.

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.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status 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 CRF Part 60).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $500 but not more than $5,000, 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 $5,000, 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.

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

§409. Claims for Labor and Materials

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

all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

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

§412. Indemnification

Except for the active negligence or willful misconduct of City, 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 and cost of litigation, damage 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 Agreement by the Contractor or its subcontractors of any tier.

§413. Insurance

A. General Conditions

During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on Exhibit A hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The City, its Boards, Officers, Agents and Employees shall be included as:

a. Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b. Named Insureds in all required Owners and Contractors Protective Liability insurance.

c. Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The City need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's

agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

Contractor's insurance shall not call on City's program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Attorney, Bonds and Insurance
201 N. Figueroa, 14th Floor
Los Angeles, CA 90012
Attention: Ronald M. Sanchez, Legal Assistant

It is understood, however, that such notice to the City shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language that complies with the preceding subparagraphs 1 through 6.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from Contractor's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each

liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed,

however, new evidence as specified in the foregoing paragraphs 1 through 8 must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in Contractor's best judgement may diminish the protection such insurance affords City. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. (See Paragraph I herein.)

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by City upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs or retentions must provide City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

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

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market

at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement 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.

F. Underlying Insurance

Contractor shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect Contractor's and City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

G. Worker's Compensation

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

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

H. Typical Coverages Required

The coverages required in the foregoing Paragraph A., shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

2. Automobile Liability: Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability: If applicable, errors and omissions liability

appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Exhibit A, Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: $1,000,000 per occurrence.

§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 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 S87100 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 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, and 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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. 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.

§416. Compliance with Statutes and Regulations

A. The Contractor, in the performance of this Agreement, 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, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, and the Family Economic Security Act (FESA) California Unemployment Insurance Code §1500 et seq., as well as applicable Office of Management and Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act. P.L. 98-502 and the implementing OMB Circulars, City Council action dated February 4, 1987 (C.F. No. 84-2259-S1), and any administrative regulation or field memos implementing the Act.

C. Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify accordingly.

D. Contractor and its subcontractors are prohibited from using federally appropriated funds for the purpose of 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 the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Contractor shall comply with the Americans With Disabilities Act (ADA). Contractor shall complete and submit to the City the ADA Certification Regarding Compliance attached hereto as Exhibit D.

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

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

H. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file

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

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

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

K. Contractor shall comply with the Copeland Anti-Kick Back Act 18 USC 874, Davis-Bacon Act, 40 USC 276 a et seq., Contract Work Hours and Safety Standards Act (40.327-333), Clean Air Act, 42 USC 1857, Clean Water Act, 33 USC 1368, Federal Water Pollution Control Act 33 USC 1251, et seq., and the Environmental Protection Agency Regulations 40 CFR, Part 15 and Executive Order 11738.

L. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit H as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

M. Contractor assures that all of its purchased hardware, software and other computer-related products and/or services purchased under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, Year 2000, and leap year calculations to the extent that other information technology used in combination is compatible. Contractor shall require from its vendors written confirmation that the products and/or services are Year 2000 compliant.

§417. 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.

§418. Inventions, Patents and Copyrights

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grantor. Unless there is a prior agreement between the City and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the invention or discovery. The Grantor and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy

1. Unless otherwise provided in the terms of the grant or Agreement, when copyright-able material is developed in the course of or under a grant or agreement, the author and the City which developed the work is free to copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

2. The Grantor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under any grant, subgrant, or contract under a grant or subgrant; and

   b. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

§419. Living Wage Ordinance and Service Contract Worker Retention Ordinance

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. Of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.

5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

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

§420 Equal Benefits Ordinance

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and

Research Services, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. 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 Office of the Administrative and Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services, that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Not withstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the 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.

§421 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

§422 Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Slavery Disclosure Ordinance, §10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Unless a specific exemption applies, the Ordinance requires contractor to complete an affidavit certifying that the contractor has searched any and all records of its company regarding records of participation or investments in, or profits derived from Slavery, including Slaveholder Insurance Policies issued during the Slavery Ear and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records.

Failure to fully and accurately complete the affidavit may result in termination of the contract.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension

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

A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

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

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-eight (28) pages and eleven (11) 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 AND LEGALITY:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Deputy/Assistant City Attorney

Date: _____

ATTEST:

J. MICHAEL CAREY, City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate
Seal or Notary)

Executed this _____ day of
_____, 200__

For: THE CITY OF LOS ANGELES

By: _____
Joseph G. Jackson, Director
Mayor's Criminal Justice Planning
Office

Executed this _____ day of
_____, 200_

For: LODESTAT MANAGEMENT
RESEARCH, INC.

By: _____
MORGAN LYONS

Its: _____

ATTEST:

By: _____
Title: _____

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number:
Date of Approval
Said Agreement is Number _____ of City Contracts

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

PLACE IN FILES
MAR 21 2003
DEPUTY

March 12, 2003

City Administrative Officer
City Attorney
Chief Legislative Analyst
Personnel Department
Mayor's Office of Criminal Justice

Controller, Room 300
Accounting Division, F & A
Disbursement Division
Los Angeles Police Department

RE: YEAR SIX FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) PROGRAM

At the meeting of the Council held March 4, 2003, the following action was taken:

Attached report adopted	X
Attached motion (-) adopted	
Attached resolution (-) adopted	
Mayor concurred	
Mayor approved	03-11-03
Mayor vetoed	
Motion adopted to approve attached report recommendation(s)	
Motion adopted to approve communication recommendation(s)	
To the Mayor FORTHWITH	X

City Clerk J. Michael Carey
me

steno\010318

mail 3/17/03 ff 3-20-03

Mayor's Time Stamp

RECEIVED
'03 MAR -5 P2:27
DEPUTY MAYOR

FORTHWITH

City Clerk's Time Stamp

RECEIVED
CITY CLERK'S OFFICE
2003 MAR -5 PM 2:12
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE MARCH 4, 2003

RE: YEAR SIX FUNDING FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) PROGRAM

LAST DAY FOR MAYOR TO ACT MAR 17 2003
(10 Day Charter requirement as per Charter Section 341)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL MAR 11 2003 MAR 12 2003

MAYOR

steno/010318

RECEIVED
CITY CLERK'S OFFICE
2003 MAR 11 PM 3:53
CITY CLERK
BY _____ DEPUTY

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 1-13-03

Council Date: 3/4/03 (Item #12)

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Cindy Miscikowski, Chair	✓		
Councilmember Perry			✓
Councilmember Weiss	✓		
Councilmember Pacheco			✓
Councilmember Zine	✓		

Remarks Approve CAO - CLEAR Program

Brian Walters, Legislative Assistant ---------- Telephone 978-1077

PERSONNEL COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 2-4-03

Council Date: 3/4/03

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Dennis Zine, Chair	✓		
Councilmember Holden			✓
Councilmember Miscikowski	✓		

Remarks Approved CAO's Recommendations dated 1-7-03.

Ilene Shapiro, Legislative Assistant ---------- Telephone 978-1077

COUNCIL VOTE

Mar 4, 2003 10:41:12 AM, #2

Items for Which Public Hearings Have Been Held - Items 4-18
Voting on Item(s): 5,7-10,12-18
Roll Call

BERNSON	Absent
GALANTER	Absent
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Absent
PERRY	Absent
REYES	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 10, Yes: 10 No: 0

PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 01-0318

☐	Council Member(s) 8,6	
☐	~~Mayor (with/without file)~~	(Mail Stop 370)
☑	City Administrative Officer	(Mail Stop 130)
☑	City Attorney ~~CITY ATTY w/ BLUE SHEET~~	(Mail Stop 140)
☑	Chief Legislative Analyst	(Mail Stop 136)
☑	Controller	(Mail Stop 183)
☑	Personnel Department	(Mail Stop 391)
☑	Police Department	(Mail Stop 400)
☐	Board of Police Commissioners	(Mail Stop 400)
☐	Fire Department	(Mail Stop 250)
☐	Board of Fire Commissioners	(Mail Stop 250)
☐	Department of Animal Regulation	(Mail Stop 105)
☐	Board of Animal Regulation Commissioners	(Mail Stop 105)
☐	Dept. of Building and Safety	(Mail Stop 115)
☐	Board of Building and Safety Commissioners Building Advisory Appeal Board	(Mail Stop 115)
☐	Department of Social Service	(Mail Stop 700)
☐	Board of Social Service Commissioners	(Mail Stop 700)
☑	Mayor's Office of Criminal Justice	
☐		

File No.01-0318

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your **PUBLIC SAFETY and PERSONNEL** COMMITTEES

report as follows:

	Yes	No
Public Comments	XX	

PUBLIC SAFETY AND PERSONNEL COMMITTEES' REPORT relative to year six funding for the Community Law Enforcement and Recovery (CLEAR) Program.

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

1. ACCEPT funding in the amount of $3,000,000 under the State Budget Act Fiscal Year (FY) 02-03 to continue the City/County CLEAR Program, subject to the approval of the City Attorney as to form and legality.

2. ESTABLISH new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department 46, and appropriate funding provided through the State Budget Act, as follows:

Acct.	Title	Amount
T201	Personnel Services	$1,139,420
T202	Contractual Services	1,856,080
T203	Operating Expenses	4,500
T112	City Attorney	0
T170	Police Department	0
		$3,000,000

3. TRANSFER $1,139,420 from Fund No. 664, Department No. 46, Account No. T201, as follows:

Fund	Dept.	Acct.	Title	Amount
100	70/LAPD	1012	Salaries Sworn	$ 547,204
100	70/LAPD	1092	Overtime Sworn	182,450
100	12/City Atty.	1010	Salaries General	409,766
				$1,139,420

Transfer cash to Fund No. 100, Departments Nos. 70 and 12, on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. RESOLVE that Employment Authority in the Police Department for the period of July 1, 2002 to June 30, 2003, for the following positions, subject to the approval of the City Administrative Officer (CAO) Employee Relations Division, for pay grade determination, is APPROVED:

No.	Code	Classification
4	2227-2	Sergeant II
2	2223-2	Detective II
3	2223-3	Detective III
9		

5. EXEMPT one-time from the hiring freeze one Detective III position listed in Recommendation No. 4.

6. TRANSFER $25,232.77 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, as follows:

From R170 To T170:	$21,998.60
From S170 To T170:	3,234.17
	$25,232.77

7. TRANSFER $25,232.77 from Fund No. 664, Department No. 46, Account No. T170, as follows:

Fund	Dept.	Acct.	Title	Amount
100	70/LAPD	1092	Overtime Sworn	$25,232.77

Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

8. TRANSFER $92,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, from Account No. 9905 to Account No. T202 for the Hathaway and Lodestar contracts.

9. APPROVE the contract between the City and Lodestar Management Services, Inc. for the period of July 1, 2002 to June 30, 2003 for a total of $50,000; and AUTHORIZE the Mayor to execute the contract, subject to the approval of the City Attorney as to form and legality.

10. APPROVE the contract between the City and Hathaway Children's Services for the period of July 1, 2002 to June 30, 2003 for a total of $42,000; and AUTHORIZE the Mayor to execute the contract, subject to the approval of the City Attorney as to form and legality.

11. APPROVE the accompanying Memorandum of Agreement (MOA) between the City and the County of Los Angeles for the period of July 1, 2002 to June 30, 2003, for a total of $1,856,080, with funding through the State Budget Act FY 02-03 ($430,000 for the Sheriff's Department, $720,000 for the District Attorney, and $706,080 for the Probation Department) and AUTHORIZE the Mayor to execute the MOA, subject to the approval of the City Attorney as to form and legality.

12. AUTHORIZE the Mayor's Office of Criminal Justice Planning (MOCJP) to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer (CAO), and AUTHORIZE the Controller to implement the instructions.

Fiscal Impact Statement: The CAO reports that the MOCJP has identified $3,117,232.77 in available funding that can be used to implement year six of the CLEAR Program; $3,000,000 is through the State Budget Act FY 02-03 and $117,232.77 is rollover funding from prior year CLEAR budgets.

The total cost of Program participation requires significant in-kind resources from both the Police Department and the City Attorney's Office that exceed this FY's available funding.

The grant will reimburse the City $547,204 to partially offset the salaries for nine positions in the Police Department. The approximate annual salary cost for these positions is $928,105. The remaining balance of approximately $380,901 is a General Fund obligation that has already been factored into the Police Department's 2002-2003 salary base. The grant will also reimburse the City $409,766 to partially offset the salaries for four positions in the City Attorney's Office. The approximate annual salary cost for these positions is $468,888. The remaining balance of approximately $59,122 is a General Fund obligation that can be absorbed within the City Attorney Office's 2002-2003 budget as a result of salary savings.

Summary:

The Community Law Enforcement and Recovery (CLEAR) Program is a multi-jurisdictional Program that brings together law enforcement, government and community agencies to combat gang violence in Los Angeles. The core participants include the Police Department, the

Sheriff's Department, the Probation Department, the City Attorney, the District Attorney, the Mayor's Office, the City Council Offices, and community residents and stakeholders. Various sites have been selected and added to the Program over the years in an attempt to target specific areas that have gang activity. This FY, the CLEAR Program will continue to target the following six sites: Northeast, Pacific, Foothill, Devonshire, Newton, and the Sheriff's Century Station.

There are several elements to the CLEAR Program model. The Police Department deploys officers to address visible gang activity in an affected neighborhood. The Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys prosecute gang members in targeted areas, and through a Community Impact Team, community members and law enforcement work together on local priorities and strategies. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth at risk for gang affiliation.

At its January 13, 2003 meeting, the Public Safety Committee approved the CAO's recommendations as contained in its January 7, 2003 report and recommended the acceptance of $3,000,000 through the State Budget Act FY 02-03 and to enter into the MOA and the contracts with providers.

At its February 4, 2003 meeting, the Personnel Committee concurred with the Public Safety Committee and now forwards the matter to the Council for its consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

PERSONNEL COMMITTEE

RPT.
ADOPTED
MAR 0 4 2003
LOS ANGELES CITY COUNCIL
TO THE MAYOR FORTHWITH

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RECEIVED
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CITY CLERK
BY
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REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: January 7, 2003

CAO File No. 0220-03277-0014
Council File No.
Council District:

To: The Mayor
The Council

From: William T Fujioka, City Administrative Officer

Reference: Mayor's Office of Criminal Justice Planning's transmittal dated November 12, 2002

Subject: Year Six Funding for the Community Law Enforcement and Recovery (CLEAR) Program through the State Budget Act FY 02-03

SUMMARY

The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the sixth year of the Community Law Enforcement and Recovery (CLEAR) program. The CLEAR program is a partnership between the City and County to combat gang violence in Los Angeles. In order to implement the sixth year of the CLEAR program, the OCJP requests approval by the City Council to:

- Accept $3,000,000 through the State Budget Act FY 02-03;
- Transfer $117,232.77 from prior year available funds in the City/County Collaborative Anti-Gang Initiative Special Fund to current fiscal year accounts;
- Authorize the resolution authority for positions in the Police Department to administer the program and approve a one-time exemption from the hiring freeze for one Detective III position;
- Approve a Memorandum of Agreement between the City and the County of Los Angeles;
- Approve a contract between the City and Hathaway Children's Services; and,
- Approve a contract between the City and Lodestar Management Services.

Additional detail is provided in the Discussion section of this report.

RECOMMENDATIONS

That Council, subject to the approval of the Mayor:

1. Accept funding in the amount of $3,000,000 under the State Budget Act FY 02-03 to continue the City/County CLEAR program, subject to the approval of the City Attorney as to form and legality;

PUBLIC SAFETY

PERSONNEL

JAN 13 2003

2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, Department 46, and appropriate funding provided through the State Budget Act, as follows:

T201	Personnel Services	$1,139,420
T202	Contractual Services	$1,856,080
T203	Operating Expenses	$ 4,500
T112	City Attorney	-
T170	Police Department	-
		$ 3,000,000

3. Request the Controller to transfer $1,139,420 from Fund No. 664, Department No. 46, Account No. T201, as follows:

General Fund No. 100, Department No. 70	
Police Department, Salaries Sworn, Account No. 1012	$ 547,204
Police Department, Overtime Sworn, Account No. 1092	$ 182,450
General Fund No. 100, Department No. 12	
City Attorney, Salaries General, Account No. 1010	$ 409,766
	$1,139,420

Transfer cash to Fund No. 100, Departments No. 70 and 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. Resolve that employment authority is approved in the Police Department for the period of July 1, 2002 to June 30, 2003, for the following positions, subject to the approval of the Employee Relations Division for pay grade determination:

No.	Code	Classification
4	2227-2	Sergeant II
2	2223-2	Detective II
3	2223-3	Detective III
9		

5. Approve a one-time exemption from the hiring freeze for one Detective III position listed in Recommendation Number Four;

6. Request the Controller to transfer $25,232.77 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, as follows:

From R170 to T170	$21,998.60
From S170 to T170	$ 3,234.17
	$25,232.77

7. Request the Controller to transfer $25,232.77 from Fund No. 664, Department No. 46, Account No. T170, as follows:

General Fund No. 100, Department No. 70	
Police Department, Overtime Sworn, Account No. 1092	$ 25,232.77

Transfer cash to Fund No. 100, Department No. 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

8. Request the Controller transfer $92,000 within the City/County Collaborative Anti-Gang Initiative Special Fund No. 664, Department No. 46, from Account No. 9905 to Account No. T202 for the Hathaway and Lodestar contracts;

9. Approve the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period of July 1, 2002 to June 30, 2003 for a total of $50,000; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality;

10. Approve the Contract between the City of Los Angeles and Hathaway Children's Services for the period of July 1, 2002 to June 30, 2003 for a total of $42,000; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality;

11. Approve the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period of July 1, 2002 to June 30, 2003, for a total of $1,856,080, with funding through the State Budget Act FY 02-03 ($430,000 for the Sheriff's Department, $720,000 for the District Attorney, and $706,080 for the Probation Department); and authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality; and,

12. Authorize the Mayor's Office of Criminal Justice Planning to prepare Controller's 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

This fiscal year, the Mayor's Office of Criminal Justice Planning has identified $3,117,232.77 in available funding that can be used to implement year six of the CLEAR program. $3,000,000 is through the State Budget Act FY 02-03 and $117,232.77 is rollover funding from prior year CLEAR budgets.

The total cost of program participation requires significant in kind resources from both the Police Department and the City Attorney's Office that exceed this fiscal year's available funding.

The grant will reimburse the City $547,204 to partially offset the salaries for nine positions in the Police Department. The approximate annual salary cost for these positions is $928,105. The remaining balance of approximately $380,901 is a General Fund obligation that has already been factored into the Police Department's 2002-2003 salary base. The grant will also reimburse the City $409,766 to partially offset the salaries for four positions in the City Attorney's Office. The approximate annual salary cost for these positions is $468,888. The remaining balance of approximately $59,122 is a General Fund obligation that can be absorbed within the City Attorney Office's 2002-2003 budget as a result of salary savings.

DISCUSSION

1. **Basis for Report.**
The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the sixth year of the CLEAR program. On November 22, 2002, the Mayor's Office requested the Office of the City Administrative Officer prepare a report for the Mayor and the City Council regarding the request.

2. **Background.**
The CLEAR Program is a multi-jurisdictional program that brings together law enforcement, government and community agencies to combat gang violence in Los Angeles. Core participants include the Police Department, the Sheriff's Department, Probation Department, City Attorney, District Attorney, Mayor's Office, City Council Offices, and community residents and stakeholders. Various sites have been selected and added to the program over the years in an attempt to target specific areas that have gang activity. This fiscal year, the CLEAR program will continue to target the following six sites: Northeast, Pacific, Foothill, Devonshire, Newton, and the Sheriff's Century Station.

There are several elements to the CLEAR program model. The Police Department deploys officers to address visible gang activity in the affected neighborhood. The Sheriff's Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys prosecute gang members in targeted areas. Through a Community Impact Team, community members and law enforcement work together on local priorities and strategies. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth at risk for gang affiliation.

3. **Memorandum of Agreement.**
The OCJP will administer this Memorandum of Agreement (MOA), which is between the City and the County. The City, as the grant recipient, is designated as the fiscal agent, and the County will submit invoices to the City for services rendered. The total payment from the City to the County as prescribed in the MOA is $1,856,080. Specifically, the funding in the MOA includes $430,000 for the Sheriff's Department, $720,000 for the District Attorney, and $706,080 for the Probation Department. The County will provide the City quarterly project status reports including planned work, project status updates and accomplishments, and a description of outstanding issues and potential resolutions.

4. **Contract with Hathaway Children's Services.**
The OCJP will administer this contract which is between the City and Hathaway Children's Services. Similar to prior year contracts with the City, Hathaway will provide counseling and case management to designated CLEAR cases. The contract is for $42,000 with a term from July 1, 2002, to June 30, 2003. The contract, as drafted, is consistent with the City's contracting requirements. Based on a determination by the CAO's Contract Compliance Division, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, and the Equal Benefits Ordinance. The contract will be in compliance with the Contractor Responsibility Ordinance once posting is completed.

5. **Contract with Lodestar Management/Research, Inc.**
The OCJP will administer this contract which is between the City and Lodestar Management/Research, Inc. Similar to prior year contracts with the City, Lodestar will provide evaluation services as well as any additional reports requested by the program's Executive Steering Committee, the State, and the OCJP. The contract is for $50,000 with a term from July 1, 2002, to June 30, 2003. The contract, as drafted, is consistent with the City's contracting requirements. Based on a determination by the CAO's Contract Compliance Division, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, and the Equal Benefits Ordinance. The contract will be in compliance with the Contractor Responsibility Ordinance once posting is completed.

6. **Sources of Funds.**
A total of $3,117,232.77 can be used to implement year six of the CLEAR program. $3,000,000 is through the State Budget Act FY 02-03 (of which $1,856,080 is for County Departments and $1,143,920 is for City Departments); $117,232.77 is rollover funding from prior year CLEAR budgets (of which $92,000 is for Lodestar and Hathaway contracts and $25,232.77 is for City Departments).

7. **Distribution of Funds within City Departments.**
The City's funds of $1,169,152.77 will be distributed as follows:

City Attorney	$ 409,766.00	Salaries, General
	4,500.00	Equipment
	$ 414,266.00	

The City Attorney's Office will receive $409,766 in grant funding to partially offset the cost of four positions supporting the CLEAR program (one Deputy City Attorney II and three Deputy City Attorney III positions). These positions were granted resolution authority as part of the 2002-03 Personnel Authority Resolution (C.F. 02-0600-535). The approximate annual salary cost for these positions is $468,888. The remaining cost will be a General Fund Obligation.

The Mayor's OCJP will be responsible for administering the City Attorney office's equipment funds totaling $4,500.

Police Department	$ 547,204.00	Salaries, Sworn
	207,682.77	Sworn Overtime
	$ 754,886.77	

The Police Department requests continuing resolution authority for nine positions (four Sergeant II, two Detective II and three Detective III positions) to support the CLEAR program. The approximate annual salary cost for these positions is $928,105, which will be partially offset by $547,204 in grant funding. The remaining cost will be a General Fund Obligation.

April G. Mancha
Senior Administrative Analyst

APPROVED:

Assistant City Administrative Officer

WTF:AGM:vnn:40979c

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

November 26, 2002

PUBLIC SAFETY COMMITTEE
PERSONNEL COMMITTEE

In accordance with Council Rules, communication from the Mayor relative to acceptance of the Community Law Enforcement and Recovery Program (CLEAR) Funding through the State Budget Act FY 02-03 to continue the City/County (CLEAR) Anti-Gang Initiative Program, was referred on November 26, 2002, to the PUBLIC SAFETY COMMITTEE and PERSONNEL COMMITTEE.

J. Michael Carey

City Clerk
amm

CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

November 12, 2002

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BY

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

Re: Acceptance of the Community Law Enforcement and Recovery Program Funding through the State Budget Act FY02-03 to continue the City/County CLEAR (Community Law Enforcement and Recovery) Anti-Gang Initiative Program: Council File No. 95-1812 S-1

Contact: Kathleen O'Leary Lefferman x8-0710

Approval is requested herewith by the City Council for funding of $3 million through the State Budget FY02-03 to implement year six of the City/County CLEAR (Community Law Enforcement and Recovery) Program. This funding will continue this unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police and Sheriff's Departments, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders. Initially **CLEAR** targeted northeastern L.A. City and the First Supervisorial District of L.A. County. Year II funding under AB853 and the Local Law Enforcement Block Grant allowed this effort to continue in Northeast and be expanded to two other gang "hot spots" within Foothill and Pacific Areas. Year III funding allowed CLEAR to continue in Northeast, Foothill and Pacific, expand to another gang hot spot in the eastern section of Devonshire Area, and launch a major Task Force against two of the City's most dangerous gangs. Year IV and Year V funding allowed the CLEAR Program to continue in its current six sites (Northeast, Foothill, Pacific, Devonshire, Newton and the Sheriff's Century Station).

PUBLIC SAFETY

PERSONNEL

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In the **CLEAR** model: the LAPD deploys officers to address visible gang activity in the affected neighborhood; the LASD focuses on the resolution of homicides committed by gang members and on visible gang activity; Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation; the DA and CA vigorously prosecute gang members in the target area; and each Area conducts a Community Impact Team in which community members and law enforcement work together on local priorities and strategies and to work on neighborhood recovery. The CLEAR Team also coordinates with local intervention and prevention programs (such as L.A. Bridges) to re-direct youth at risk for gang affiliation.

Transmitted also for consideration by City Council is a Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles to provide for the implementation of the **CLEAR** Program. The MOA describes an Agreement between the City of Los Angeles and three County Departments, specifically the District Attorney's Office, the Sheriff's Department and the Probation Department. The combined funding of **$1,856,080** for these three entities is included in the $3,000,000 of State funding. Specifically, the funding of $1,856,080 in the MOA includes $430,000 for the Sheriff's Department, $720,000 for the District Attorney and $706,080 for the Probation Department.

Transmitted also for consideration by City Council is a Statement of Work and Contract for **$50,000** with Lodestar Management Services, Inc. for evaluation of the CLEAR VI Program.

Transmitted also for consideration by City Council is Statement of Work and Contract with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This Contract for **$42,000** includes salary and benefits for one full-time Caseworker.

IT IS THEREFORE REQUESTED that the City Council and the Mayor:

(1) ACCEPT funding in the amount of $3,000,000 under the State Budget Act FY02-03 to conduct the CLEAR Program, subject to the approval of the City Attorney as to form and legality.

(2) REQUEST the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, for funding provided through the State Budget Act, as follows:

T201 - Personnel Services	$1,139,420
T202 - Contractual Services	$1,856,080
T203 – Equipment	$4,500
T112 – City Attorney	
T170 – Police Department	

(3) TRANSFER $1,139,420 from Fund 664, Department 46, Account T201, as follows:

GENERAL FUND 100, DEPARTMENT 70	
Police Dept., Salaries Sworn, Account 1012	$547,204
Police Dept., Overtime, Account 1092	$182,450
GENERAL FUND 100, DEPARTMENT 12	
City Attorney, Salaries General Account No. 1010	$409,766

Transfer cash to Fund No. 100, Departments 70 and 12, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(4) REQUEST the Controller to transfer the total amount of $25,232.77 within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, as follows:

From R170 to T170	$21,998.60
From S170 to T170	$3,234.17
GENERAL FUND 100, DEPARTMENT 70	
Police Dept., Overtime, Account 1092	$25,232.77

Transfer cash to Fund No. 100, Department 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(5) Transfer the amount of $92,000 within Fund 664 from Account 9905 to Account T202 for Hathaway and Lodestar contracts (this funding is derived from the remaining operating budget from CLEAR III).

(6) Authorize the Mayor's CJPO to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Office, and instruct the Controller to implement the instructions.

(7) RESOLVE that employment authority is approved in the Los Angeles Police Department for the period July 1, 2002 through June 30, 2003:

NO.	CODE	CLASSIFICATION
4	2227-2	Sergeant II
2	2223-2	Detective II
3	2223-3	Detective III

(8) RESOLVE that continued employment authority is approved in the City Attorney's Office for the period July 1, 2002 through June 30, 2003:

NO.	CODE	CLASSIFICATION
1	0551	Deputy City Attorney II
3	0552	Deputy City Attorney III

(9) APPROVE the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2002 to June 30, 2003, for a total of **$1,856,080**, with funding through the State Budget Act FY01-02 ($430,000 for the Sheriff's Department, $720,000 for the District Attorney, and $706,080 for the Probation Department); authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality.

(10) APPROVE the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period July 1, 2002 to June 30, 2003 for a total of **$50,000**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

(11) APPROVE the Contract between the City of Los Angeles and Hathaway Children's Services for the period July 1, 2002 to June 30, 2003 for a total of **$42,000**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

Very truly yours,

for JAMES K. HAHN
Mayor

JKH:kol

PROFESSIONAL SERVICES AGREEMENT

Contractor: LODESTAR MANAGEMENT/RESEARCH, INC.

Title: CLEAR VI EVALUATION

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LODESTAR MANAGEMENT/RESEARCH, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Mayor's Criminal Justice Planning Office, hereinafter called the CJPO, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the CJPO 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, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded by the City of Los Angeles through the State Budget Act FY2002-03 in the amount of $3,000,000 which has been approved by the Los Angeles City Council and the Mayor (C.F. No._____) adopted _____; and

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

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as Lodestar Management/Research, Inc. having its principal office at 315 West Ninth Street, Suite 401, Los Angeles, CA 90015.

§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:

   Kathleen O'Leary Lefferman, Director (Acting)
   Mayor's Criminal Justice Planning Office
   200 North Spring Street, Room M175
   Los Angeles, California 90012

2. The representative of the Contractor shall be:

   Lodestar Management/Research, Inc.
   Morgan Lyons, Ph.D.
   315 West Ninth Street, Suite 401
   Los Angeles, CA 90015

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 §416C of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §416D of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

D. A Certificate Regarding Compliance with the Americans with Disabilities Act in accordance with §416E of this Agreement and attached hereto as Exhibit D and made a part hereof.

E. A Certification Of Compliance With Child Support Obligations in accordance with Section 416.L of this Agreement and attached hereto as Exhibit F and made a part hereof.

F. A Notice of Prohibition Against Retaliation in accordance with Section 419 of this Agreement and attached hereto as Exhibit G and made a part hereof.

G. A Certificate Regarding Compliance With the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles in accordance with Section 419 of this Agreement and attached hereto as Exhibit L and made a part hereof. The Service Contract Worker Retention Ordinance is not applicable to Agreements funded by the Department of Justice.

H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 422 of this Agreement and attached hereto as Exhibit M and made a part hereof.

I. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 422 of this Agreement and attached hereto as Exhibit M and made a part hereof.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2002 and end June 30, 2003 (or until such later time as State funds are available for this particular project) 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 contractual services which are supported by the attached Statement of Work, incorporated herein by reference (Exhibit L). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor is to work with CJPO, and the Community Law Enforcement and Recovery (CLEAR) Program representatives from the Los Angeles County Probation Department, Los Angeles Police Department, Los Angeles City Attorney, Los Angeles District Attorney and the Sheriff's Department. The Contractor is to provide evaluation services to the project (as described in Exhibit L, Statement of Work). In addition, Contractor shall provide any additional reports and information on program activities and results as requested by the Executive Steering Committee, the State of California and CJPO.

It is expressly understood and agreed that City will retain ultimate control of and responsibility for the Grant Award project, including contract administration by CJPO, and the Contractor agrees to be bound by the terms and conditions of the Statement of Work applicable to City in the conduct of the project.

§203. Confidentiality of Information

All Contractor proprietary information, including software, file structures, documentation, algorithms and related software concepts, except as otherwise provided herein, shall not be disclosed by the City in any manner without the written permission of the Contractor.

A. General

Contractor and its employees, consultants and subcontractors may, in the course of the work, gain access to "Criminal History Information". Accordingly, Contractor shall document that it has provided each of its employees and subcontractors who provide services at City facilities, or who access the FDC System, with the provisions of the Crime Control Act of 1973.

Contractor shall implement reasonable and prudent measures to keep secure and private criminal history information, as defined in the Crime Control Act of 1973, accessed by its employees or subcontractors during the performance of this Agreement.

B. Crime Control Act of 1973

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance.

The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of assistance of Contractor or subcontractor under provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this Title. Copies of such information shall be immune from legal process, and shall not without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings.

All criminal history information collected, stored or disseminated through support under this title shall contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information shall take place under procedures reasonably

designed to insure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor shall assure that the security and privacy of all information is adequately provided for and that information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete or maintained in violation of this Title, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524C of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Article, or of any rule, regulation or other issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $50,000, to be paid monthly. The foregoing payment represents the total compensation paid by City to Contractor for services to be performed as designated by this Agreement. The City shall make an advance payment of $12,500 to Contractor upon execution of contract. Contractor shall furnish such supporting documentation, as requested by CJPO, at such time as so requested, showing expenditure of said $12,500, or any part thereof. Disbursement of any additional funds by City to Contractor under this Contract shall be contingent upon receipt of such funds by City from the State, unless City, at its own option, decides to make any additional disbursement. Should funds not be made available due to State's failure to provide such funds to City, the City may immediately terminate all obligations hereunder. Upon termination of this Contract, Contractor shall return to City all unexpended funds.

B. Each monthly invoice shall be accompanied by a statement detailing the work completed for the month. Funds shall not be released until the City has approved the work received from the Contractor for each invoice period. The monthly payments to Contractor will thereafter be made upon submission of detailed invoices after the initial advance as follows:

   I. An original invoice, on the Contractor's letterhead and signed by the Project Director and/or Fiscal Manager of the Contractor will be delivered to the

authorized representative of the City within fifteen (15) calendar days after the last day of the preceding monthly period. The original invoice will have attached to it copies of the receipts which support the requested reimbursement.

II. The receipts will be arranged by category (i.e., personal services, benefits, consultant contracts, operating expenses, etc.) and by vendor and stapled together along with an adding machine tape that reflects the total of the receipts for that category. This total will correspond to the category total on the invoice. This procedure will allow for prompt review by the City authorized representative and payment for approved items will be made. All purchases by Contractor shall be in accordance with the procurement requirements of the DOJ and the State of California.

III. City payments to the Contractor will be paid only after the work has been approved and if the invoices are satisfactory to CJPO. City may require an audit before any payment is made. In the event payment of an invoice is in question, the City will notify the Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval.

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.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to

payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status 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 CRF Part 60).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $500 but not more than $5,000, 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 $5,000, 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.

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

§409. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or

other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

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

§412. Indemnification

Except for the active negligence or willful misconduct of City, 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 and cost of litigation, damage 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 Agreement by the Contractor or its subcontractors of any tier.

§413. Insurance

A. General Conditions

During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on Exhibit A hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The City, its Boards, Officers, Agents and Employees shall be included as:

a. Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b. Named Insureds in all required Owners and Contractors Protective Liability insurance.

c. Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The City need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of

competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

Contractor's insurance shall not call on City's program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Attorney, Bonds and Insurance
201 N. Figueroa, 14th Floor
Los Angeles, CA 90012
Attention: Ronald M. Sanchez, Legal Assistant

It is understood, however, that such notice to the City shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language that complies with the preceding subparagraphs 1 through 6.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from Contractor's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed,

however, new evidence as specified in the foregoing paragraphs 1 through 8 must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in Contractor's best judgement may diminish the protection such insurance affords City. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. (See Paragraph I herein.)

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by City upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs or retentions must provide City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

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

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement 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.

F. Underlying Insurance

Contractor shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect Contractor's and City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

G. Worker's Compensation

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

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

H. Typical Coverages Required

The coverages required in the foregoing Paragraph A., shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

2. Automobile Liability: Insurance Services Office form number CA 00 01 (Ed.

1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Exhibit A, Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: $1,000,000 per occurrence.

§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 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 S87100 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 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, and 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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. 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.

§416. Compliance with Statutes and Regulations

A. The Contractor, in the performance of this Agreement, 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, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, and the Family Economic Security Act (FESA) California Unemployment Insurance Code §1500 et seq., as well as applicable Office of Management and Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act. P.L. 98-502 and the implementing OMB Circulars, City Council action dated February 4, 1987 (C.F. No. 84-2259-S1), and any administrative regulation or field memos implementing the Act.

C. Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify accordingly.

D. Contractor and its subcontractors are prohibited from using federally appropriated funds for the purpose of 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 the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Contractor shall comply with the Americans With Disabilities Act (ADA). Contractor shall complete and submit to the City the ADA Certification Regarding Compliance attached hereto as Exhibit D.

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

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

personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

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

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

K. Contractor shall comply with the Copeland Anti-Kick Back Act 18 USC 874, Davis-Bacon Act, 40 USC 276 a et seq., Contract Work Hours and Safety Standards Act (40.327-333), Clean Air Act, 42 USC 1857, Clean Water Act, 33 USC 1368, Federal Water Pollution Control Act 33 USC 1251, et seq., and the Environmental Protection Agency Regulations 40 CFR, Part 15 and Executive Order 11738.

L. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit H as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

M. Contractor assures that all of its purchased hardware, software and other computer-related products and/or services purchased under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, Year 2000, and leap year calculations to the extent that other information technology used in combination

is compatible. Contractor shall require from its vendors written confirmation that the products and/or services are Year 2000 compliant.

§417. 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.

§418. Inventions, Patents and Copyrights

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grantor. Unless there is a prior agreement between the City and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the invention or discovery. The Grantor and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy

1. Unless otherwise provided in the terms of the grant or Agreement, when copyright-able material is developed in the course of or under a grant or agreement, the author and the City which developed the work is free to copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

2. The Grantor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under any grant, subgrant, or contract under a grant or subgrant; and

   b. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

§419. Living Wage Ordinance and Service Contract Worker Retention Ordinance

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. Of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.

5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

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

§420 Child Support Assignment Orders

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit G as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public

Contract Code 7110.

§421 Burma Contracting Policy

This Contract is subject to the policy of the City of Los Angeles regarding Burma contracting: Section 10.38, Et. Seq., Chapter 1, Division 10 of the Los Angeles Administrative Code. Contractor has completed the Certification Regarding Compliance with Burma which is attached hereto as an exhibit and incorporated herein by this reference. The policy restricts the City from contracting for goods and services with persons or entities doing business in or with Burma (Myanmar).

§422 Equal Benefits Ordinance

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

   1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and Research Services, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. 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 Office of the Administrative and Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services, that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded

a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Not withstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the 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.

§423 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant

has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension

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

A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

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

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty eight (28) pages and fourteen (14) 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 AND LEGALITY:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Deputy/Assistant City Attorney

ATTEST:

J. MICHAEL CAREY, City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate
Seal or Notary)

Executed this _____ day of
_____, 2002

For: THE CITY OF LOS ANGELES

By: _____
JAMES K. HAHN, Mayor

Executed this _____ day of
_____, 2002

For: LODESTAR MANAGEMENT/
RESEARCH SERVICES

By: _____
MORGAN LYONS, Ph.D.

Its: _____

ATTEST:

By: _____
Title: _____

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number:
Date of Approval
Said Agreement is Number _____ of City Contracts

Form Gen 146 IR (Rev 4/00)

EXHIBIT A

INSURANCE REQUIREMENTS

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

_____ Workers' Compensation (Statutory Limit/Employer's Liability) $ _____

☐ Waiver of Subrogation ☐ Longshore & Harbor Workers
☐ Jones Act

_____ General Liability _____ $ _____

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

_____

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

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

_____ Professional Liability (Errors and Omissions) $ _____

☐ Discovery Period _____

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

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

_____ Pollution Liability $ _____

☐ _____
☐ _____

_____ Fidelity Bond _____ Surety Bond _____ Crime Insurance $ _____

Other: _____ $ _____
_____ $ _____

Notes: _____

Exhibit B

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

AGREEMENT NUMBER _____

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

Exhibit D

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will 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.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

Exhibit E
SUBCONTRACTOR DOC

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891
www.lacity.org/cao/contractor_enforcement

SUBCONTRACTOR'S DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance
(Los Angeles Administrative Codes Sections 10.36 et seq. and 10.37 et seq.)

A subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption. In general, the SCWRO requires that, in case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. The basic requirements of the LWO obligate prime contractors and subcontractors:

(a) To pay covered employees a wage no less than the minimum initial compensation of $8.27 per hour (adjusted July 1, 2002) with health benefits, as referred to in (c) below, or otherwise $9.52 per hour (adjusted July 1, 2002). Such rates shall be adjusted annually and shall become effective July 1;
(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off;
(c) Where so elected under (a) above, to pay at least $1.25 per hour per employee toward the provision of health benefits for the employees and their dependents;
(d) To inform employees making less than $12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer;
(e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
(f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

A prime contractor is responsible for ensuring that each subcontractor complies with the SCWRO and LWO, including reporting requirements. As part of the reporting requirements, each subject subcontractor must sign and submit this Declaration of Compliance to the Office of the City Administrative Officer within 90 days of execution of the subcontract. By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

If a subcontractor fails to complete and submit this form to the Office of the City Administrative Officer, the prime contractor may be deemed to be in violation of the LWO and SCWRO for failing to ensure its subcontractor's compliance with the Ordinances. This may result in withholding of payments due the prime contractor, or termination of the prime contractor's agreement with the City.

Check box only if applicable: ☐ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City agreement.**

Company Name	Company Address	Phone Number
Signature of Officer or Authorized Representative	Type or Print Name and Title	Date
Type of Service Provided by Subcontractor	Name of Prime Contractor	Contract Number

Form CAO/LW-5, Rev. 7/24/02

CITY OF LOS ANGELES - OFFICE OF THE CITY ADMINISTRATIVE OFFICER
CONTRACTOR ENFORCEMENT SECTION
EMPLOYEE INFORMATION

200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891

Contract No.: _____

Awarding City Department: _____

Name of Company: _____

Company Phone Number: _____ Prime Contractor: Yes _____ No _____

If no, state the name of the Prime Contractor: _____

Number of employees working on this City Contract and listed on this worksheet: _____

A contractor is required to provide to the Office of the City Administrative Officer within 10 days of execution: 1) A list of all subcontractors working under this agreement. The attached Subcontractor Information Form (Form CAO/LW-18) may be used, or you may prepare your own list provided that the required information is included; 2) Information for each employee working under this agreement (both employees of the prime contractor and subcontractors, if any). You may complete the form below (add additional sheets as necessary), or attach a copy of your most recent payroll to the form. A completed Declaration of Compliance (Form CAO/LW-5) from each subcontractor subject to the Living Wage Ordinance also must be provided to the Office of the City Administrative Officer within 90 days of execution of the subcontract. Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification. Inaccurate information may result in contract termination.

This form need not be completed if **all** employees under this City agreement are earning a wage of at least $15 per hour. Check the applicable box at the bottom of page 2 of this form, and sign as requested.

The Living Wage Ordinance requires that employers subject to the Ordinance provide to employees: (1) as of July 1, 2002, a wage of at least $8.27 per hour with health benefits of $1.25 per hour, or $9.52 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees).

EMPLOYEE INFORMATION

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

EMPLOYEE INFORMATION (cont.)

Company Name: _____ Contract No.: _____ City Department: _____

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Check box only if applicable: ☐ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour.**

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of the City Administrative Officer for the purpose of monitoring the implementation of Ordinance Nos. 171547, 171004, 172336, 172337 and 172349.

_____ _____

Print Name of Person Completing This Form | Signature of Person Completing This Form

_____ _____

Date | Title

City of Los Angeles

Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

Name of Prime Contractor:_____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of the City Administrative Officer a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.) **Page ___ of ____**

Company Name: _____ Contract No._____City Department: _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

_____ _____

Print Name of Person Completing This Form Signature of Person Completing This Form

_____ _____

Date Title

Form CAO/LW-18, Rev. 7/5/01

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

NOTICE TO EMPLOYEES
LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO). If you work at least an average of 20 hours per month under this contract, you must be paid "a living wage."

THESE ARE YOUR RIGHTS...

1. **Minimum hourly compensation:**
   - ✓ **$8.27/hour plus at least $1.25 an hour in health benefits, *OR***
   - ✓ **$9.52/hour without health benefits.**
     - The wage rate is adjusted annually. Changes are effective July 1 of each year. These rates are effective July 1, 2002.

2. **Minimum days off:**
   - ✓ **12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.**
     - A full-time employee should accrue one day per month

     AND
   - ✓ **10 additional uncompensated days off per year for family or personal illness.**
     - Time off must be available to employees after 6 months of employment.
     - Time off is pro-rated for part-time employees averaging at least 20 hours per month.

3. **Tax Credit:**
   - ✓ **Employees earning less than $12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).**
     - Application forms are available from your employer or by contacting the Internal Revenue Service (IRS): 1-800-601-5552.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:
City of Los Angeles
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

AVISO PARA EMPLEADOS
ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Cuidad de Los Angeles. Si Ud. trabaja (un promedio) al menos 20 horas cada mes bajo éste contrato, Ud. debe de ganar "un Sueldo Digno".

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ **$8.27/hora más un mínimo de $1.25/hora para el pago de beneficios médicos, *O***
- ✓ **$9.52/hora sin beneficios médicos.**
  - El Sueldo Digno es ajustado anualmente. Los cambios serán el primero de julio de cada año. Este Sueldo Digno será vigente a partir del primero de julio de 2002.

2. Días libres, al mínimo:

- ✓ **12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,**
  - Los empleados "Full-time" deben acumularse un día cada mes.

Y TAMBIEN

- ✓ **10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.**
  - Estos beneficios son proporcianados para empleados que trabajan al menos 20 horas cada mes.
  - Despúes de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de $12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador o llamar al IRS: 1-800-601-5552.

PARA MAS INFORMACION, PUEDE LLAMAR:
Ciudad de Los Angeles, CAO
Ordenanza del Sueldo Digno
200 North Main Street, Room 606
Los Angeles, CA 90012
Teléfono: (213) 485-3514 – Fax: (213) 473-8891

Form CAO/LW-11(sp), Rev. 5/15/02

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
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CALCULATING COMPENSATED & UNCOMPENSATED TIME OFF FOR PART-TIME EMPLOYEES

Los Angeles Administrative Code Section 10.37 requires employers to provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and an additional ten (10) days uncompensated time off for sick leave when the compensated time off is exhausted. Use the formulae below to calculate the compensated/uncompensated time off accrued. The formulae assume that the part-time employees work a regularly assigned schedule. The calculation for as-needed or intermittent employees would be on the basis of hours worked.

COMPENSATED TIME OFF:

12 Days/Year Compensated Time x 8 Hours/Day = 96 Hours

Hours Worked In A Year: 52 Weeks x 40 Hours/Week = 2080 Hours

96 Hours ÷ 2080 Hours = .04615 Hours Compensated Time Off For Every Hour Scheduled to Work; or

2.769 Minutes For Every Hour Scheduled to Work

Multiply 2.769 x the number of hours scheduled to work to calculate the number of minutes of compensated time that have been accrued. Convert minutes to an hourly figure as appropriate.

UNCOMPENSATED TIME OFF:

10 Days/Year Compensated Time x 8 Hours/Day = 80 Hours

Hours Worked In A Year: 52 Weeks x 40 Hours/Week = 2080 Hours

80 Hours ÷ 2080 Hours = .03846 Hours Compensated Time Off For Every Hour Scheduled to Work; or

2.308 Minutes For Every Hour Scheduled to Work

Multiply 2.308 x the number of hours scheduled to work to calculate the number of minutes of uncompensated time that have been accrued. Convert minutes to an hourly figure as appropriate.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Applications for Exemption and other Living Wage Ordinance (LWO) forms are available from the Office of the City Administrative Officer, Contractor Enforcement Section webpage at www.lacity.org/cao/Contractor_Enforcement.

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO**, LAAC 10.37.11. A copy of the CBA or a letter from the union is required to verify that the LWO has been superseded.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and whom claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) where the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker**, shall be exempt as to all employees, **except child care workers**, LAAC 10.37.1(g). A copy of the IRS 501(c)(3) Exemption Letter will be required.
   Example: L.A. Conservation Corps.

8. **Small Business Exemptions for Public Lessees and Licensees**, LAAC 10.37.1(i):
   (a) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $371,315 (adjusted July 1, 2002). This applies only to contracts executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term.
   (b) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $220,099 (adjusted July 1, 2002). This applies only to contracts executed between January 14, 1999 – February 23, 2001, and to amendments executed between January 14, 1999 – February 23, 2001 that add monies or extend term.
   Use the Application for "Small Business" Exemption (Form CAO/LW-20) and submit the application with the documents requested on that form.
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers**, LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

LWO EXEMPTION

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 473-8891
www.lacity.org/cao/Contractor_Enforcement

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Applications must be approved by the City Administrative Officer (CAO) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: Contact Person:

Company Address:

City: State: Zip: Phone:

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: Contract # (if any):

Name of Department Contact: Department Phone:

Contract Amount: $ Start Date: End Date:

Purpose/ Service Provided:

SECTION 3: EXEMPTION BASIS. Check one of the exemptions below and submit supporting documentation as requested.

___ **501(c)(3) Non-Profits (LAAC 10.37.1(g))**: Contractors must meet both of the following requirements: (a) be organized under IRS Code, Section 501(c)(3); (b) the highest paid employee's hourly wage rate must be less than eight times the hourly wage rate of the lowest paid worker in the corporation. The exemption is applicable as to all employees, **except child care workers**. **Attach a copy of the IRS 501(c)(3) Exemption Letter and fill in the information below:**

- Hourly wage of the highest paid employee in the corporation: $ _____
- Hourly wage of the lowest paid employee in the corporation $:_____
- IRS 501(c)(3) No:_____ (Attach copy of IRS 501(c)(3) letter.)

___ **One person contractors (LAAC 10.37.1(f)):By signing below, you certify under penalty of perjury that you are a one-person contractor with no employees. If you have employees in the future, you must comply with the Ordinance.**

___ **Collective Bargaining Agreements (LAAC 10.37.11)**: Contractors who are party to a collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO may receive an exemption as to the employees covered under the CBA. **A copy of the CBA or letter from the union must be submitted with this application.**

___ **City Financial assistance recipient (LAAC 10.37.1(c)): For City departments only** - Awarding departments must enter information below and submit loan documents to verify amounts indicated. Section 4 not required.

Amount of grant/loan: $		Duration/Term of Loan: _____ Yrs. and _____ Mos.	
Interest Rate Under Loan Agreement:	%	Applicable Federal Rate (AFR):	%
Annual Interest Payment at City Interest Rate: $	(A)	Annual Interest Payment Under AFR: $	(B)
Amount of Annual Financial Assistance (B – A): $			

___ **If other basis exists under LAAC 10.37.1(c), awarding departments must attach explanatory memo.**

___ **Occupational License (LAAC 10.37.1(f))**: Only the individual employees required to possess an occupational license to provide services to or for the City are exempt. **A listing of the employees and copies of their occupational licenses must be submitted with this application.**

___ **Business Improvement District (BID) Agreements (LWO Reg. #11): For City departments only** - Service contracts funded by the BID's assessment monies. Awarding departments must submit an explanatory memo. Section 4 not required.

___ **Other: Cite LWO code section:** _____. Refer to list of LWO Statutory Exemptions for complete listing of exemptions and documents required to be submitted.

SECTION 4: CONTRACTOR CERTIFICATION: By signing, the contractor certifies under penalty of perjury that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory Signature Title Date

Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of the City Administrative Officer has approved a separate exemption for the individual subcontractor.

FOR CAO USE ONLY
Approved / Not Approved - Reason:_____ **By CAO Analyst:** _____ **Date:** _____

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Applications for Exemption and other Living Wage Ordinance (LWO) forms are available from the Office of the City Administrative Officer, Contractor Enforcement Section webpage at www.lacity.org/cao/Contractor_Enforcement.

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO**, LAAC 10.37.11. A copy of the CBA or a letter from the union is required to verify that the LWO has been superseded.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and whom claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) where the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker**, shall be exempt as to all employees, **except child care workers**, LAAC 10.37.1(g). A copy of the IRS 501(c)(3) Exemption Letter will be required.
   Example: L.A. Conservation Corps.

8. **Small Business Exemptions for Public Lessees and Licensees**, LAAC 10.37.1(i):
   (a) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $371,315 (adjusted July 1, 2002). This applies only to contracts executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term.
   (b) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $220,099 (adjusted July 1, 2002). This applies only to contracts executed between January 14, 1999 – February 23, 2001, and to amendments executed between January 14, 1999 – February 23, 2001 that add monies or extend term.

   Use the Application for "Small Business" Exemption (Form CAO/LW-20) and submit the application with the documents requested on that form.
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers**, LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

NON-PROFIT SALARY CERTIFICATION

A corporation organized under 501(c)(3) of the IRS Code, may qualify for an exemption from the Living Wage Ordinance under Los Angeles Administrative Code Section 10.37.1(g), if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. In order for the City to consider your request for exemption, you must return this completed form and the Bidder/Contractor Request for Non-Coverage or Exemption, along with a copy of your corporation's IRS Exemption Letter, to the awarding department. Please be advised that child care workers are not exempt from the Ordinance.

Name of Contractor: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

IRS 501(c)(3) Number: _____

Hourly wage of highest paid employee in the corporation: $_____

Hourly wage of lowest paid employee in the corporation: $ _____

Department Awarding Contract: _____

Contract Number: _____

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge.

_____ _____
Name (please print) Title

_____ _____
Signature Date

Form CAO/LW-13, Rev. 7/5/01

CITY OF LOS ANGELES

Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE - EQUAL BENEFITS ORDINANCE

ONE PERSON CONTRACTOR CERTIFICATION

In order for the City to consider your request for exemption, you must return this completed certification, along with the Bidder/Contractor Request for Non-Coverage or Exemption if you are requesting exemption from the Living Wage Ordinance, to the awarding department. Please be advised that if you employ any workers during the term of this contract, you will be subject to, and must fully comply with, the Living Wage Ordinance/Equal Benefits Ordinance. Should this occur, you must contact the awarding department and obtain a Declaration of Compliance and an Employee Information Form. Failure to comply with this procedure may result in contract termination.

Name of Contractor:
_____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Department Awarding Contract: _____

Contract Number: _____

I certify under penalty of perjury that I am a one-person contractor and that I have no employees.

_____ _____
Name (please print) Title

_____ _____
Signature Date

CITY OF LOS ANGELES

Office of the City Administrative Officer
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 473-8891

LIVING WAGE ORDINANCE

APPLICATION FOR "SMALL BUSINESS EXEMPTION"

Lessees or licensees with contracts executed after **February 24, 2001**, and amendments that are executed after **February 24, 2001** and add monies or extend term, may apply for the "small business exemption" if they meet the criteria described below.

Company Name: _____ Phone: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Contract: _____

Contract Term: _____

Number of Businesses on City Premises: _____ Total Number of Businesses: _____

Total Number of Employees Listed on the Attached Worksheet(s): _____

To qualify for this exemption you must meet both of the following qualifications:

1. You must employ no more than seven (7) employees in the entire company (including businesses that are not operating on City premises). A public lessee or licensee shall be deemed to be employing no more than seven (7) employees if its workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the 2001 calendar year.

   Submit a completed Employee Worksheet for Small Business Exemption (Form CAO/LW-26b) OR payrolls for the nine (9) months you would like to have reviewed. Information on the Employee Worksheet may subsequently require verification through payroll records.

AND

2. You must fall into one of the following categories (check the box that applies and submit the requested documentation):

   ☐ I am a lessee or licensee beginning my first year of operation as a business.

   ☐ I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than $371,315 (as of July 1, 2002) for the 2001 calendar year. **I am submitting my 2001 IRS Tax Returns listing gross revenues for all my business(es).**

   ☐ I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than $371,315 (as of July 1, 2002) for the 2001 calendar year. **I am submitting my 2001 IRS Tax Returns listing gross revenues for all my business(es) on City premises.**

Submit this form and the required supporting documentation to the awarding City department. The form will be forwarded to the Office of the City Administrative Officer for verification and review. If approved, the exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

Name of contact person: _____ Title: _____

Signature: _____ Date: _____

FOR CAO USE ONLY	
Approved:	**Not Approved (See Attached):**
Analyst:	**Date:**

EMPLOYEE WORKSHEET FOR "SMALL BUSINESS EXEMPTION"

This worksheet must be completed for <u>each</u> company or business for which you have a controlling interest, whether or not it is on City premises. Include the names of <u>all</u> persons employed by each company, and the number of hours worked each month in 2001.

Company Name: _____ **Company Phone Number:** _____

Company Address: _____ **City, State, Zip Code:** _____

Employee Name	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul	Aug.	Sep.	Oct.	Nov.	Dec.	Total
Total Hours													
Indicate which nine (9) months you would like to have reviewed.													

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

_____ _____

Name (please print) Title

_____ _____

Signature Date

Form CAO/LW-26b, Rev. 5/15/02

EXHIBIT F

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____
City/County/State Date

_____
Name of Business

_____
Address of Business

_____
Signature of Authorized Officer or Representative Print Name

_____
Title Telephone Number

EXHIBIT F

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

> The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.
>
> Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

CITY OF LOS ANGELES
CALIFORNIA

Exhibit 67



JAMES K. HAHN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

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CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

Exhibit H

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name _____ Telephone No. _____

Business Address _____

Signature _____ Title _____

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☐	☐
If YES, please attach a copy		
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	☐	☐
If YES, please check which form(s) of assistance		
Level I Assistance		
Subsidized company child care center	☐	☐
Subsidized network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers of homes)	☐	☐
Level II Assistance		
Salary setaside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a "consortium center"	☐	☐
Level III Assistance		
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donation to enhance child care program	☐	☐

Other: (Describe) _____

_____

I HAVE READ AND COMPLETED:

_____

(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space

Date Filed: _____ Expiration Date: _____

- Exhibit I

AFFIDAVIT TO ACCOMPANY PROPOSALS

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

_____, being first duly

sworn, deposes and states: That the undersigned is _____

_____ (Insert "sole owner," "a partner," "president," "secretary," or other proper title) of _____

_____

(Insert name of business entity)

who submits herewith to City of Los Angeles the attached proposal;

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdrawing its proposal;

(c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(d) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:

Subscribed and sworn to before me this _____ day of

_____, 20__

(Month)

_____

(Notary Public)

_____

(Signature)

_____

(Title)

_____

(Date)

EXHIBIT J

PROPOSER WORKFORCE INFORMATION

PROPOSER'S NAME (Legal Name of proposing entity) _____

Headquarters Location of Firm: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Number of Employees Residing in the City of Los Angeles: _____

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

ORGANIZATION CORPORATE SEAL	This Proposal is submitted as a firm and fixed request valid and open for 90 days from the submission date. This proposal is genuine, and no sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer. To my knowledge this proposal does not duplicate facilities or services in the area that are funded by other sources of funds. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract supported by these funds. _____ _____ AUTHORIZED SIGNATURE & DATE _____ PRINT NAME & TITLE

GS/S-AA1 (Rev.4/94)

EXHIBIT K
CITY OF LOS ANGELES
PURCHASING AGENT

AFFIRMATIVE ACTION

The City of Los Angeles has an Affirmative Action Program for entities doing business with the City (Los Angeles Administrative Code, Div. 10, Chapter 1, Art. 1, Sec. 10.8). In order to comply, it is necessary that the bidder complete, sign, and return with the bid, the following: (REFER AFFIRMATIVE ACTION QUESTIONS TO THE OFFICE OF CONTRACT COMPLIANCE, AFFIRMATIVE ACTION SECTION, AT (213) 847-6480.)

On All Bids Over $500 But Not Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Equal Employment Practices. (below)
2. A Completed Equal Employment Opportunity Officer Appointment. (below)

On All Bids Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Affirmative Action Practices. (Form, below)
2. A completed Equal Employment Opportunity Officer Appointment. (below)
3. A completed Ethnic Composition of Total Work Force Report (Page A-2)
4. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements for Non-construction Contractors"). The city's plan on A-5 and A-6 is an approved plan requiring only signature of acceptance on Page A-2 along with the ethnic composition of total work force and submittal to be effective.

   Plan B. A trade association plan if the contractor is a member in good standing of the association, which has negotiated an Affirmative Action Plan with the Office of Contract Compliance.

   Plan C. The Bidder's own Affirmative Action Plan

Vendor's Suppliers (Subcontractors):

These same documents must be submitted for vendor's subcontractors who furnish over $5,000 of any contract awarded by the City. The Bidder shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the office of the Purchasing Agent.

ALL CERTIFICATES AND PLANS ARE EFFECTIVE FOR 12 MONTHS FROM DATE OF APPROVAL.

CERTIFICATION FOR ALL CONTRACTS

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The information contained herein is true and correct.
2. The Contractor has read the Equal Employment Practices printed on Page A-3 and certifies the practices will be adhered to in the performance of any contract over $500 but not over $5,000.
3. The Contractor has read the Affirmative Action Practices printed on Page A-4 and certifies the practices will be adhered to in the performance of any contract over $5,000.
4. The Contractor has appointed the Equal Employment Opportunity Officer as noted below.
5. NONDISCRIMINATION CLAUSE — The Contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, or physical handicap; and that all subcontracts awarded under this contract shall contain a like nondiscrimination clause.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that _____ is hereby
NAME OF APPOINTEE PRESENT TITLE
appointed as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at _____, ( ) _____ concerning matters
WORK LOCATION TELEPHONE
related to any affirmative actions taken by this firm to increase minority utilization in its employment.

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ETHNIC COMPOSITION OF TOTAL WORK FORCE

Indicate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force located at _____
ADDRESS

as of _____.
DATE

EMPLOYMENT BY ETHNIC ORIGIN, OCCUPATION, AND SEX

OCCUPATIONS	Total All Employees	MALE EMPLOYEES					FEMALE EMPLOYEES					Total Minority	Percent Minority	Percent Female
		Total Males	MINORITY GROUPS				Total Females	MINORITY GROUPS						
			Black	Hispanic	Asian	American Indian Aleuts		Black	Hispanic	Asian	American Indian Aleuts			
Officials and Managers														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Skilled Craft														
Semiskilled														
Laborers (Unskilled)														
Service Workers														
Total														
(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)														
Apprentices														
On-the-job Trainees: White Collar														
On-the-job Trainees: Production														

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS ☐ VISUAL CHECK ☐ OTHER (Specify) _____

To accept the City's Affirmative Action Plan as its own, Vendor shall fill-in the blank forms on the above section; fill-in and sign the acceptance below; and return this sheet with its bid.

VENDOR'S ACCEPTANCE OF LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

Contractor has read the Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors on Pages A-5 and A-6 and accepts all of its requirements as its basic Affirmative Action Plan.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

PROVISIONS FOR CONTRACTS OF MORE THAN $500 BUT NOT OVER $5,000.

Equal Employment Practices

A. During the performance of this contract the contractor agrees and represents that it will provide equal employment practices; and the contractor and each subcontractor hereunder will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally, and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

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. The contractor or subcontractor agrees to post a copy of Paragraph A hereof, in conspicuous places at its place of business, and available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Board of Public Works Office of Contract Compliance, the contractor shall certify on a form to be supplied, that it has not discriminated in the performance of this contract against any employee or applicant for employment on the basis of or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its 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 this contract and, on their request, to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. 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 the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding, duly made, that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract. Such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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."

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PROVISION FOR CONTRACTS OF MORE THAN $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

1. This provision applies to work or services 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. The contractor or subcontractor 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. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to the awarding authority or the Office of Contract Compliance, and may be required to provide certified copies of all records pertaining to employment and employment practices, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. 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 except upon a full and fair hearing, after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made, that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

F.(1). In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction, that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules, regulations, and forms for the implementation of the Affirmative Action Program of this contract. Rules, regulations, and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules and regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

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 its bid is submitted, the contractor shall submit an AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward conference in order to develop, improve, or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, a plan prepared and furnished by the Office of Contract Compliance, by affixing his signature thereto.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works Office of Contract Compliance, may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade association shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract awarded for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward conference which may be required by the Board of Public Works Office of Contract Compliance, or the awarding authority shall, without limitation as to the subject or nature of employment actively, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided however, that any contract subject to this ordinance shall require the contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and

6. The entry of qualified women and minority journeymen into the industry;

7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at its discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any agency, board, or commission thereof, any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors, or suppliers engaged in the performance of City contracts.

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9 (a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as its affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless it has submitted as part of its bid a written affirmative action plan embodying both (1) goals and timetables of minority personnel utilization, (Members of "Minority Groups" include women and any person or group described by race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap) and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and time tables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and, as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas, but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category, provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	Females
Until further notice	21%	21%

Where work is performed outside the County of Los Angeles, the goals shall be equivalent to 50% of the minority and 50% of the female population in the vendor's geographical area (Standard Metropolitan Statistical Area (SMSA) formula) applied to each occupational category; however, the female goal shall not exceed 21%.

In the event that under a contract which is subject to these bid conditions, any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the goals for the last year shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables, or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that it shall immediately make a good faith effort to include within its employ, said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force, if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) The Contractor shall recruit and make efforts to obtain minorities through:
  (1) Advertising employment opportunities in minority community news media;
  (2) Notifying minority community organizations of employment opportunities;
  (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
  (4) Encouraging present minority employees to refer their friends and relatives;
  (5) Promoting after school and vacation employment opportunities for minority youth;
  (6) Validating all employment specifications, selection requirements, tests, etc.;
  (7) Maintaining a file of the names and addresses of each minority worker referred to the Contractor and what action it took concerning such worker; and
  (8) Notifying the appropriate awarding authority of the City in writing when a union with whom it has a collective bargaining agreement has failed to refer a minority worker to it.

(b) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

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(c) The Contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) The Contractor shall secure cooperation or compliance from the labor referral agency to its contractual affirmative action obligations.

(e) The Contractor shall establish a person at the management level of the contracting entity to be its Equal Employment Opportunity Officer; such individual to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. The Contractor shall advertise invitations for subcontractor bids in minority community news media.
b. The Contractor shall contact minority contractor organizations for referral of prospective subcontractors.
c. The Contractor shall contact any other source likely to yield qualified minority contractors and vendors.
d. The Contractor shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.
b. Establish training programs within its company and/or its association that will prepare minority employees for advancement opportunities.
c. Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all its employees, subcontractors, vendors, unions, and all others with whom it may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with its affirmative action obligations, the Contractor or subcontractor shall document its good faith effort to comply with the requirements by the following procedure:

a. The Contractor shall state the nature of the problem;
b. The Contractor shall state what it attempted to do, how, and on what date;
c. The Contractor shall state to whom its efforts were directed;
d. The Contractor shall state the response received and the date;
e. The Contractor shall state what other steps it has taken or will take to comply and when;
f. The Contractor shall state why it has been or will be unable to comply.

8. The Contractor and each of its known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of its known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or its subcontractors has failed to comply with the Affirmative Action requirements contained in the section any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

Suggested Tasks and Budget for CLEAR-VI Evaluation Services Contract

Lodestar Management/Research, Inc.
July 2002 – June 2003

A) TASKS

1. Meetings, communication with CLEAR

1.2 Regular and special meetings with executives

1.2 Regular meetings and coordination with administrator

2. Gather, analyze crime and site activities data

2.1 Obtain, process gang and Part-I crime data

2.2 Collect, process monthly site activities data

2.3 Format, produce, distribute (quarterly)

3. Misc. training, communication assistance

3.1 On-call analyses, production of materials

3.2 Assistance with planning, training

4. Re-specification of the CLEAR Model

4.1 Research, facilitate CLEAR model articulation

4.2 Evaluate community liaison role

5. Produce written documents

5.1 Quarterly profile updates (through 9/02, 12/12, 3/03)

5.2 Quarterly site activity updates (through 9/02, 12/12, 3/03)

5.3 Program Manual update

5.4 Report on the CLEAR model

B) Personnel

Morgan Lyons
Jeniffer Vallejo
Research Assistant

C) Budget, Payments – fixed fee for deliverables (and services)

January 2003	$25,000 for timely delivery of two quarterly profile updates, two activities report updates and a CLEAR model report
June 2002	$25,000 for timely delivery of one quarterly profile and activities update, and a revised Program Manual

EXHIBIT M

CERTIFICATION REGARDING COMPLIANCE WITH THE CITY CONTRACTING POLICY ON BURMA

The undersigned certifies under the penalty of perjury that:

1. The Contractor/Borrower/Agency (hereafter Contractor):

   Check one:

   _____ is in compliance with and will continue to comply with the City of Los Angeles' Contracting Policy on Burma, Los Angeles Administrative Code (LAAC) Section 10.38, et.seq.

   _____ is not in compliance because the contractor is doing business in Burma in the following manner:

   _____ [a] is owned or owns a company that does business with Burma; or

   _____ [b] does business with the government of Burma; or

   _____ [c] does businesses in Burma with private businesses located there; or

   _____ [d] is an exclusive distributor of a company that does business with the government of Burma or that is located in Burma.

2. The contractor acknowledges that if the City determines that the Contractor was ineligible at the time of entering the agreement or later became ineligible, the City has the right to terminate the contract and/or refuse payment for goods received or services performed under the agreement.

3. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

_____

SIGNATURE _____ **DATE** _____

EBO DETERMINATION

Exhibit N

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Mail Stop 132 - Room 606
Phone: (213) 485-3514 - Fax: (213) 485-0672

RECEIVED
2002 MAR -6 AM 11: 52
MAYOR'S OFFICE / CAO

OARS DETERMINATION - COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

Contractors must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO), prior to the execution, amendment, or renewal of an agreement. Attach this form to the agreement being processed to verify the Office of the City Administrative Officer (CAO) determination regarding the Contractor's compliance with the EBO.

SECTION 1. CONTRACTOR INFORMATION

Company Name: **Lodestar Management/Research Inc.** Phone: **(213) 891-1113**
Company Address: **315 W. 9th St., #401** Fax:
City: **Los Angeles** State: **CA** ZIP: **90015**
Contact Person: **Jennifer de Lara Vellejo**

SECTION 2. OARS DETERMINATION OF CONTRACTOR COMPLIANCE WITH THE EBO

☐ **NOT IN COMPLIANCE:** The Contractor is not in compliance with the EBO. **The department may not execute any agreement with this Contractor until the CAO has determined that the Contractor is in compliance.**

☑ **FULL COMPLIANCE:** The Contractor is in full compliance.

☐ **PROVISIONAL COMPLIANCE:** The Contractor has been granted Provisional Compliance status. Provisional Compliance status will expire on , after which date the Contractor must be certified by the CAO as being in Full Compliance with the EBO. **If the Contractor does not come into Full Compliance by that date, payment due the contractor may be withheld, and agreements with the contractor may be subject to termination.** Agreements executed, renewed, or amended after this date must be accompanied by a new EBO Determination form.

☐ **COMPLIANCE ON A CONTRACT BY CONTRACT BASIS:** The Contractor has declined to comply with the EBO throughout the Contractor's operations within the US. The Contractor is complying on a contract by contract basis. **New EBO Certification form(s) must be completed for each contract executed with this Contractor, and a new EBO determination must be made by the CAO for each new agreement with this Contractor.**
This EBO Determination applies only to:

- ☐ Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with EBO only for the employee(s) working on the City agreement.
- ☐ Other: (Read Below)

☐ **REASONABLE MEASURES:** The Contractor will provide the cash equivalent to employees.

☐ **EBO DOES NOT APPLY:**

- ☐ The Contractor DOES NOT offer/provide benefits.
- ☐ One-Person Contractor. Should the Contractor employ workers in the future, the Contractor must submit (a) Certification of Compliance form(s) and all supporting documentation.

☐ **OTHER: (Read Below)**

Nghiem Tran

OARS Analyst: Nghiem Tran **Phone: 213-485-3589** **Date: 08/01/01**

PROFESSIONAL SERVICES AGREEMENT

Contractor: HATHAWAY CHILDREN and FAMILY SERVICES

Title: CITY/COUNTY COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
HATHAWAY CHILDREN AND FAMILY SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and, hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Mayor's Criminal Justice Planning Office, hereinafter called the CJPO, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the CJPO 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, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded by the City of Los Angeles through the State Budget Act FY2002-03 in the amount of $3,000,000 which has been approved by the Los Angeles City Council and the Mayor (C.F. No._____) adopted _____; and

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

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as Hathaway Children and Family Services having its principal office at 11500 Eldridge Avenue, Suite 204, Lake View Terrace, CA 91342.

§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:

Kathleen O'Leary Lefferman, Director (Acting)
Mayor's Criminal Justice Planning Office
200 North Spring Street, Room M175
Los Angeles, California 90012

2. The representative of the Contractor shall be:

Lyn Munro, Director of Community Services
Hathaway Children and Family Services
11500 Eldridge Avenue, Suite 204
Lake View Terrace, CA 91342

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 §416C of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §416D of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

D. A Certificate Regarding Compliance with the Americans with Disabilities Act in accordance with §416E of this Agreement and attached hereto as Exhibit D and made a part hereof.

E. A Certification Of Compliance With Child Support Obligations in accordance with Section 416.L of this Agreement and attached hereto as Exhibit E and made a part hereof.

F. A Notice of Prohibition Against Retaliation in accordance with Section 419 of this Agreement and attached hereto as Exhibit F and made a part hereof.

G. A Certificate Regarding Compliance With the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles in accordance with Section 419 of this Agreement and attached hereto as Exhibit L and made a part hereof. The Service Contract Worker Retention Ordinance is not applicable to Agreements funded by the Department of Justice.

H. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 422 of this Agreement and attached hereto as Exhibit M and made a part hereof.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2002 and end June 30, 2003 (or until such later time as State funds are available for this particular project) 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 contractual services described below under Statement of Work. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

Statement of Work

The Contractor is to work with CJPO, and the Community Law Enforcement and Recovery (CLEAR) Program representatives from the Los Angeles County Probation Department, Los Angeles Police Department, Los Angeles City Attorney, Los Angeles District Attorney and the Sheriff's Department. The Contractor is to provide individual counseling for designated CLEAR cases; initiate and/or participate in field trips and activities for minors involved in the CLEAR Program; monitor school attendance, including making school visits; work with school officials regarding problem CLEAR students; make home calls on designated CLEAR cases and assess the home environment; conduct curfew checks on designated CLEAR cases; provide 24-hour availability for crisis intervention for CLEAR cases; provide 24-hour access for CLEAR Task Force staff; serve as a CLEAR contact source for target area school officials; make presentations to schools regarding gangs and substance abuse; conduct drug assessments on CLEAR cases, make referrals for drug counseling, and/or place individuals in drug programs; monitor court ordered CLEAR anti-narcotic testing cases; provide weekly multi-family counseling for CLEAR cases and community members; provide CLEAR operation team members with updates as to casework activities being performed; conduct family assessments on CLEAR cases and make appropriate recommendations, and provide progress reports as required

by the CJPO and the State of California describing all grant activity and results and shall submit such reports to CJPO as requested. In addition, Contractor shall provide any additional reports and information on program activities and results as requested by the Executive Steering Committee, the State of California and CJPO.

It is expressly understood and agreed that City will retain ultimate control of and responsibility for the Grant Award project, including contract administration by CJPO, and the Contractor agrees to be bound by the terms and conditions of the Statement of Work applicable to City in the conduct of the project.

§203. Confidentiality of Information

All Contractor proprietary information, including software, file structures, documentation, algorithms and related software concepts, except as otherwise provided herein, shall not be disclosed by the City in any manner without the written permission of the Contractor.

A. General

Contractor and its employees, consultants and subcontractors may, in the course of the work, gain access to "Criminal History Information". Accordingly, Contractor shall document that it has provided each of its employees and subcontractors who provide services at City facilities, or who access the FDC System, with the provisions of the Crime Control Act of 1973.

Contractor shall implement reasonable and prudent measures to keep secure and private criminal history information, as defined in the Crime Control Act of 1973, accessed by its employees or subcontractors during the performance of this Agreement.

B. Crime Control Act of 1973

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance.

The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of

assistance of Contractor or subcontractor under provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this Title. Copies of such information shall be immune from legal process, and shall not without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings.

All criminal history information collected, stored or disseminated through support under this title shall contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor shall assure that the security and privacy of all information is adequately provided for and that information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete or maintained in violation of this Title, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524C of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Article, or of any rule, regulation or other issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $42,000, to be paid monthly. The foregoing payment represents the total compensation paid by City to Contractor for services to be performed as designated by this Agreement. The City shall make an advance payment of $10,500 to Contractor upon execution of contract. Contractor shall furnish such supporting documentation, as requested by CJPO, at such time as so requested, showing expenditure of said $10,500, or any part thereof. Disbursement of any additional funds by City to Contractor under this Contract shall be contingent upon receipt of such funds by City from the State, unless

City, at its own option, decides to make any additional disbursement. Should funds not be made available due to State's failure to provide such funds to City, the City may immediately terminate all obligations hereunder. Upon termination of this Contract, Contractor shall return to City all unexpended funds.

B. Each monthly invoice shall be accompanied by a statement detailing the work completed for the month. Funds shall not be released until the City has approved the work received from the Contractor for each invoice period. The monthly payments to Contractor will thereafter be made upon submission of detailed invoices after the initial advance as follows:

I. An original invoice, on the Contractor's letterhead and signed by the Project Director and/or Fiscal Manager of the Contractor will be delivered to the authorized representative of the City within fifteen (15) calendar days after the last day of the preceding monthly period. The original invoice will have attached to it copies of the receipts which support the requested reimbursement.

II. The receipts will be arranged by category (i.e., personal services, benefits, consultant contracts, operating expenses, etc.) and by vendor and stapled together along with an adding machine tape that reflects the total of the receipts for that category. This total will correspond to the category total on the invoice. This procedure will allow for prompt review by the City authorized representative and payment for approved items will be made. All purchases by Contractor shall be in accordance with the procurement requirements of the DOJ and the State of California.

III. City payments to the Contractor will be paid only after the work has been approved and if the invoices are satisfactory to CJPO. City may require an audit before any payment is made. In the event payment of an invoice is in question, the City will notify the Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval.

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.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status 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 CRF Part 60).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $500 but not more than $5,000, 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 $5,000, 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.

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

§409. Claims for Labor and Materials

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

§410. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

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

§412. Indemnification

Except for the active negligence or willful misconduct of City, 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 and cost of litigation, damage 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 Agreement by the Contractor or its subcontractors of any tier.

§413. Insurance

A. General Conditions

During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on Exhibit A hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The City, its Boards, Officers, Agents and Employees shall be included as:

a. Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b. Named Insureds in all required Owners and Contractors Protective Liability insurance.

c. Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The City need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups,

Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

Contractor's insurance shall not call on City's program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Attorney, Bonds and Insurance
201 N. Figueroa, 14th Floor
Los Angeles, CA 90012
Attention: Ronald M. Sanchez, Legal Assistant

It is understood, however, that such notice to the City shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language that complies with the preceding subparagraphs 1 through 6.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from Contractor's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement

in favor of the City as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed,

however, new evidence as specified in the foregoing paragraphs 1 through 8 must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in Contractor's best judgement may diminish the protection such insurance affords City. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. (See Paragraph I herein.)

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by City upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs or retentions must provide City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

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

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement 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.

F. Underlying Insurance

Contractor shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect Contractor's and City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

G. Worker's Compensation

By signing this agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply

during the performance of the work pursuant to this Agreement.

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

H. Typical Coverages Required

The coverages required in the foregoing Paragraph A., shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

2. Automobile Liability: Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Exhibit A, Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: $1,000,000 per occurrence.

§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 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 S87100 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 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, his or her significant other and his or her domestic partner.

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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. 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.

§416. Compliance with Statutes and Regulations

A. The Contractor, in the performance of this Agreement, 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, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, and the Family Economic Security Act (FESA) California Unemployment Insurance Code §1500 et seq., as well as applicable Office of Management and

Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act. P.L. 98-502 and the implementing OMB Circulars, City Council action dated February 4, 1987 (C.F. No. 84-2259-S1), and any administrative regulation or field memos implementing the Act.

C. Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify accordingly.

D. Contractor and its subcontractors are prohibited from using federally appropriated funds for the purpose of 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 the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Contractor shall comply with the Americans With Disabilities Act (ADA). Contractor shall complete and submit to the City the ADA Certification Regarding Compliance attached hereto as Exhibit D.

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

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

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

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

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

K. Contractor shall comply with the Copeland Anti-Kick Back Act 18 USC 874, Davis-Bacon Act, 40 USC 276 a et seq., Contract Work Hours and Safety Standards Act (40.327-333), Clean Air Act, 42 USC 1857, Clean Water Act, 33 USC 1368, Federal Water Pollution Control Act 33 USC 1251, et seq., and the Environmental Protection Agency Regulations 40 CFR, Part 15 and Executive Order 11738.

L. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit H as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

M. Contractor assures that all of its purchased hardware, software and other computer-related products and/or services purchased under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, Year 2000, and leap year calculations to the extent that other information technology used in combination is compatible. Contractor shall require from its vendors written confirmation that the products and/or services are Year 2000 compliant.

§417. 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.

§418. Inventions, Patents and Copyrights

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grantor. Unless there is a prior agreement between the City and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the invention or discovery. The Grantor and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy

1. Unless otherwise provided in the terms of the grant or Agreement, when copyright-able material is developed in the course of or under a grant or agreement, the author and the City which developed the work is free to

copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

2. The Grantor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under any grant, subgrant, or contract under a grant or subgrant; and

   b. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

§419. Living Wage Ordinance and Service Contract Worker Retention Ordinance

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. Of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of

the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.

5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

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

§420 Child Support Assignment Orders

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit G as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

§421 Burma Contracting Policy

This Contract is subject to the policy of the City of Los Angeles regarding Burma contracting: Section 10.38, Et. Seq., Chapter 1, Division 10 of the Los Angeles Administrative Code. Contractor has completed the Certification Regarding Compliance with Burma which is attached hereto as an exhibit and incorporated herein by this reference. The policy restricts the City from contracting for goods and services with persons or entities doing business in or with Burma (Myanmar).

§422 Equal Benefits Ordinance

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

   1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and Research Services, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their

request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. 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 Office of the Administrative and Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services, that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Not withstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the 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.

§423 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension

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

A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

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

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty eight (28) pages and thirteen (13) 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 AND LEGALITY:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Deputy/Assistant City Attorney

ATTEST:

J. MICHAEL CAREY, City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate
Seal or Notary)

Executed this _____ day of
_____, 2002

For: THE CITY OF LOS ANGELES

By: _____
JAMES K. HAHN, Mayor

Executed this _____ day of
_____, 2002

For: HATHAWAY CHILDREN AND
FAMILY SERVICES

By: _____
LYN MUNRO, Director
Community Services

Its: _____

ATTEST:

By: _____
Title: _____

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number:
Date of Approval
Said Agreement is Number _____ of City Contracts

Form Gen 146 IR (Rev 4/00)

EXHIBIT A

INSURANCE REQUIREMENTS

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

_____ Workers' Compensation (Statutory Limit/Employer's Liability) $ _____

☐ Waiver of Subrogation ☐ Longshore & Harbor Workers
☐ Jones Act

_____ General Liability _____ $ _____

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

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

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

_____ Professional Liability (Errors and Omissions) $ _____

☐ Discovery Period _____

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

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

_____ Pollution Liability $ _____

☐ _____
☐ _____

_____ Fidelity Bond _____ Surety Bond _____ Crime Insurance $ _____

Other: _____ $ _____
_____ $ _____

Notes: _____

Exhibit B

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

AGREEMENT NUMBER _____

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

Exhibit D

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will 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.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

EXHIBIT E

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____
City/County/State Date

_____
Name of Business

_____
Address of Business

_____
Signature of Authorized Officer or Representative Print Name

_____
Title Telephone Number

EXHIBIT E

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

> The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s), must certify that such compliance will be maintained throughout the term of the contract.
>
> Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

Exhibit F

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

Exhibit 9
SUBCONTRACTOR DOC

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891
www.lacity.org/cao/contractor_enforcement

SUBCONTRACTOR'S DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance
(Los Angeles Administrative Codes Sections 10.36 et seq. and 10.37 et seq.)

A subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption. In general, the SCWRO requires that, in case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. The basic requirements of the LWO obligate prime contractors and subcontractors:

(a) To pay covered employees a wage no less than the minimum initial compensation of $8.27 per hour (adjusted July 1, 2002) with health benefits, as referred to in (c) below, or otherwise $9.52 per hour (adjusted July 1, 2002). Such rates shall be adjusted annually and shall become effective July 1;
(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off;
(c) Where so elected under (a) above, to pay at least $1.25 per hour per employee toward the provision of health benefits for the employees and their dependents;
(d) To inform employees making less than $12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer;
(e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
(f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

A prime contractor is responsible for ensuring that each subcontractor complies with the SCWRO and LWO, including reporting requirements. As part of the reporting requirements, each subject subcontractor must sign and submit this Declaration of Compliance to the Office of the City Administrative Officer within 90 days of execution of the subcontract. By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

If a subcontractor fails to complete and submit this form to the Office of the City Administrative Officer, the prime contractor may be deemed to be in violation of the LWO and SCWRO for failing to ensure its subcontractor's compliance with the Ordinances. This may result in withholding of payments due the prime contractor, or termination of the prime contractor's agreement with the City.

Check box only if applicable: ☐ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City agreement.**

Company Name	Company Address	Phone Number
Signature of Officer or Authorized Representative	Type or Print Name and Title	Date
Type of Service Provided by Subcontractor	Name of Prime Contractor	Contract Number

Form CAO/LW-5, Rev. 7/24/02

CITY OF LOS ANGELES - OFFICE OF THE CITY ADMINISTRATIVE OFFICER
CONTRACTOR ENFORCEMENT SECTION
EMPLOYEE INFORMATION

200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891

Contract No.: _____

Awarding City Department: _____

Name of Company: _____

Company Phone Number: _____ Prime Contractor: Yes _____ No _____

If no, state the name of the Prime Contractor: _____

Number of employees working on this City Contract and listed on this worksheet: _____

A contractor is required to provide to the Office of the City Administrative Officer within 10 days of execution: 1) A list of all subcontractors working under this agreement. The attached Subcontractor Information Form (Form CAO/LW-18) may be used, or you may prepare your own list provided that the required information is included; 2) Information for each employee working under this agreement (both employees of the prime contractor and subcontractors, if any). You may complete the form below (add additional sheets as necessary), or attach a copy of your most recent payroll to the form. A completed Declaration of Compliance (Form CAO/LW-5) from each subcontractor subject to the Living Wage Ordinance also must be provided to the Office of the City Administrative Officer within 90 days of execution of the subcontract. Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification. Inaccurate information may result in contract termination.

This form need not be completed if **all** employees under this City agreement are earning a wage of at least $15 per hour. Check the applicable box at the bottom of page 2 of this form, and sign as requested.

The Living Wage Ordinance requires that employers subject to the Ordinance provide to employees: (1) as of July 1, 2002, a wage of at least $8.27 per hour with health benefits of $1.25 per hour, or $9.52 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees).

EMPLOYEE INFORMATION

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

EMPLOYEE INFORMATION (cont.)

Company Name: _____ Contract No.: _____ City Department: _____

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Name:	Date of Hire:
Address:	Rate of Pay per hour $:
Occupation Classification:	Health benefits paid per hour $:
Health Benefits Carrier:	
What was the hourly rate prior to the application of the Living Wage Ordinance?	

Check box only if applicable: ☐ I certify under penalty of perjury that I do not have any employees earning less than $15 per hour.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of the City Administrative Officer for the purpose of monitoring the implementation of Ordinance Nos. 171547, 171004, 172336, 172337 and 172349.

_____ _____

Print Name of Person Completing This Form | Signature of Person Completing This Form

_____ _____

Date | Title

City of Los Angeles

Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

Name of Prime Contractor:_____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of the City Administrative Officer a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.) **Page ___ of ____**

Company Name: _____ Contract No._____City Department: _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

_____ _____

Print Name of Person Completing This Form Signature of Person Completing This Form

_____ _____

Date Title

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

NOTICE TO EMPLOYEES
LIVING WAGE ORDINANCE

This employer is a contractor with the City of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO). If you work at least an average of 20 hours per month under this contract, you must be paid "a living wage."

THESE ARE YOUR RIGHTS...

1. **Minimum hourly compensation:**
   - ✓ **$8.27/hour plus at least $1.25 an hour in health benefits, *OR***
   - ✓ **$9.52/hour without health benefits.**
     - The wage rate is adjusted annually. Changes are effective July 1 of each year. These rates are effective July 1, 2002.

2. **Minimum days off:**
   - ✓ **12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.**
     - A full-time employee should accrue one day per month

     AND
   - ✓ **10 additional uncompensated days off per year for family or personal illness.**
     - Time off must be available to employees after 6 months of employment.
     - Time off is pro-rated for part-time employees averaging at least 20 hours per month.

3. **Tax Credit:**
   - ✓ **Employees earning less than $12/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC).**
     - Application forms are available from your employer or by contacting the Internal Revenue Service (IRS): 1-800-601-5552.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:
City of Los Angeles
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 473-8891

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

AVISO PARA EMPLEADOS
ORDENANZA DEL SUELDO DIGNO

Este empleador tiene contrato con la Ciudad de Los Angeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance) de la Cuidad de Los Angeles. Si Ud. trabaja (un promedio) al menos 20 horas cada mes bajo éste contrato, Ud. debe de ganar "un Sueldo Digno".

ESTOS SON SUS DERECHOS...

1. Una compensación mínima, por hora de:

- ✓ **$8.27/hora más un mínimo de $1.25/hora para el pago de beneficios médicos, *O***
- ✓ **$9.52/hora sin beneficios médicos.**
  - El Sueldo Digno es ajustado anualmente. Los cambios serán el primero de julio de cada año. Este Sueldo Digno será vigente a partir del primero de julio de 2002.

2. Días libres, al mínimo:

- ✓ **12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación,**
  - Los empleados "Full-time" deben acumularse un día cada mes.

Y TAMBIEN

- ✓ **10 días libres adicionales cada año, no pagados, por la enfermedad de Ud. o algún miembro de su familia.**
  - Estos beneficios son proporcianados para empleados que trabajan al menos 20 horas cada mes.
  - Despúes de 6 meses de empleo, Ud. puede hacer uso de sus días libres.

3. Crédito sobre ingresos del trabajo:

- ✓ Si Ud. gana menos de $12 por hora posiblemente será eligible para el "Crédito por Ingreso del Trabajo" (Earned Income Tax Credit, EITC). Puede pedir un formulario de su empleador o llamar al IRS: 1-800-601-5552.

PARA MAS INFORMACION, PUEDE LLAMAR:
Ciudad de Los Angeles, CAO
Ordenanza del Sueldo Digno
200 North Main Street, Room 606
Los Angeles, CA 90012
Teléfono: (213) 485-3514 – Fax: (213) 473-8891

Form CAO/LW-11(sp), Rev. 5/15/02

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

CALCULATING COMPENSATED & UNCOMPENSATED TIME OFF FOR PART-TIME EMPLOYEES

Los Angeles Administrative Code Section 10.37 requires employers to provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and an additional ten (10) days uncompensated time off for sick leave when the compensated time off is exhausted. Use the formulae below to calculate the compensated/uncompensated time off accrued. The formulae assume that the part-time employees work a regularly assigned schedule. The calculation for as-needed or intermittent employees would be on the basis of hours worked.

COMPENSATED TIME OFF:

12 Days/Year Compensated Time x 8 Hours/Day = 96 Hours

Hours Worked In A Year: 52 Weeks x 40 Hours/Week = 2080 Hours

96 Hours ÷ 2080 Hours = .04615 Hours Compensated Time Off For Every Hour Scheduled to Work; or

2.769 Minutes For Every Hour Scheduled to Work

Multiply 2.769 x the number of hours scheduled to work to calculate the number of minutes of compensated time that have been accrued. Convert minutes to an hourly figure as appropriate.

UNCOMPENSATED TIME OFF:

10 Days/Year Compensated Time x 8 Hours/Day = 80 Hours

Hours Worked In A Year: 52 Weeks x 40 Hours/Week = 2080 Hours

80 Hours ÷ 2080 Hours = .03846 Hours Compensated Time Off For Every Hour Scheduled to Work; or

2.308 Minutes For Every Hour Scheduled to Work

Multiply 2.308 x the number of hours scheduled to work to calculate the number of minutes of uncompensated time that have been accrued. Convert minutes to an hourly figure as appropriate.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Applications for Exemption and other Living Wage Ordinance (LWO) forms are available from the Office of the City Administrative Officer, Contractor Enforcement Section webpage at www.lacity.org/cao/Contractor_Enforcement.

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO**, LAAC 10.37.11. A copy of the CBA or a letter from the union is required to verify that the LWO has been superseded.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and whom claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) where the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker**, shall be exempt as to all employees, **except child care workers**, LAAC 10.37.1(g). A copy of the IRS 501(c)(3) Exemption Letter will be required.
   Example: L.A. Conservation Corps.

8. **Small Business Exemptions for Public Lessees and Licensees**, LAAC 10.37.1(i):
   (a) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $371,315 (adjusted July 1, 2002). This applies only to contracts executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term.
   (b) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $220,099 (adjusted July 1, 2002). This applies only to contracts executed between January 14, 1999 – February 23, 2001, and to amendments executed between January 14, 1999 – February 23, 2001 that add monies or extend term.
   Use the Application for "Small Business" Exemption (Form CAO/LW-20) and submit the application with the documents requested on that form.
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers**, LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

LWO EXEMPTION

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 473-8891
www.lacity.org/cao/Contractor_Enforcement

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Applications must be approved by the City Administrative Officer (CAO) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: Contact Person:

Company Address:

City: State: Zip: Phone:

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: Contract # (if any):

Name of Department Contact: Department Phone:

Contract Amount: $ Start Date: End Date:

Purpose/ Service Provided:

SECTION 3: EXEMPTION BASIS. Check one of the exemptions below and submit supporting documentation as requested.

___ **501(c)(3) Non-Profits (LAAC 10.37.1(g))**: Contractors must meet both of the following requirements: (a) be organized under IRS Code, Section 501(c)(3); (b) the highest paid employee's hourly wage rate must be less than eight times the hourly wage rate of the lowest paid worker in the corporation. The exemption is applicable as to all employees, **except child care workers. Attach a copy of the IRS 501(c)(3) Exemption Letter and fill in the information below:**

- Hourly wage of the highest paid employee in the corporation: $ _____
- Hourly wage of the lowest paid employee in the corporation $:_____
- IRS 501(c)(3) No:_____ (Attach copy of IRS 501(c)(3) letter.)

___ **One person contractors (LAAC 10.37.1(f)):By signing below, you certify under penalty of perjury that you are a one-person contractor with no employees. If you have employees in the future, you must comply with the Ordinance.**

___ **Collective Bargaining Agreements (LAAC 10.37.11)**: Contractors who are party to a collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO may receive an exemption as to the employees covered under the CBA. **A copy of the CBA or letter from the union must be submitted with this application.**

___ **City Financial assistance recipient (LAAC 10.37.1(c)): For City departments only** - Awarding departments must enter information below and submit loan documents to verify amounts indicated. Section 4 not required.

Amount of grant/loan: $		Duration/Term of Loan: ____ Yrs. and ____ Mos.	
Interest Rate Under Loan Agreement:	%	Applicable Federal Rate (AFR):	%
Annual Interest Payment at City Interest Rate: $	(A)	Annual Interest Payment Under AFR: $	(B)
Amount of Annual Financial Assistance (B – A): $			

___ **If other basis exists under LAAC 10.37.1(c), awarding departments must attach explanatory memo.**

___ **Occupational License (LAAC 10.37.1(f))**: Only the individual employees required to possess an occupational license to provide services to or for the City are exempt. **A listing of the employees and copies of their occupational licenses must be submitted with this application.**

___ **Business Improvement District (BID) Agreements (LWO Reg. #11): For City departments only** - Service contracts funded by the BID's assessment monies. Awarding departments must submit an explanatory memo. Section 4 not required.

___ **Other: Cite LWO code section:** _____. Refer to list of LWO Statutory Exemptions for complete listing of exemptions and documents required to be submitted.

SECTION 4: CONTRACTOR CERTIFICATION: By signing, the contractor certifies under penalty of perjury that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory Signature Title Date

Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of the City Administrative Officer has approved a separate exemption for the individual subcontractor.

FOR CAO USE ONLY
Approved / Not Approved - Reason:_____ **By CAO Analyst:** _____ **Date:** _____

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Applications for Exemption and other Living Wage Ordinance (LWO) forms are available from the Office of the City Administrative Officer, Contractor Enforcement Section webpage at www.lacity.org/cao/Contractor_Enforcement.

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO**, LAAC 10.37.11. A copy of the CBA or a letter from the union is required to verify that the LWO has been superseded.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and whom claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) where the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker**, shall be exempt as to all employees, **except child care workers**, LAAC 10.37.1(g). A copy of the IRS 501(c)(3) Exemption Letter will be required.
   Example: L.A. Conservation Corps.

8. **Small Business Exemptions for Public Lessees and Licensees**, LAAC 10.37.1(i):
   (a) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $371,315 (adjusted July 1, 2002). This applies only to contracts executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term.
   (b) Public lessee or licensee who: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $220,099 (adjusted July 1, 2002). This applies only to contracts executed between January 14, 1999 – February 23, 2001, and to amendments executed between January 14, 1999 – February 23, 2001 that add monies or extend term.
   Use the Application for "Small Business" Exemption (Form CAO/LW-20) and submit the application with the documents requested on that form.
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers**, LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

NON-PROFIT SALARY CERTIFICATION

A corporation organized under 501(c)(3) of the IRS Code, may qualify for an exemption from the Living Wage Ordinance under Los Angeles Administrative Code Section 10.37.1(g), if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. In order for the City to consider your request for exemption, you must return this completed form and the Bidder/Contractor Request for Non-Coverage or Exemption, along with a copy of your corporation's IRS Exemption Letter, to the awarding department. Please be advised that child care workers are not exempt from the Ordinance.

Name of Contractor: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

IRS 501(c)(3) Number: _____

Hourly wage of highest paid employee in the corporation: $_____

Hourly wage of lowest paid employee in the corporation: $ _____

Department Awarding Contract: _____

Contract Number: _____

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge.

_____ _____
Name (please print) Title

_____ _____
Signature Date

Form CAO/LW-13, Rev. 7/5/01

CITY OF LOS ANGELES

Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE - EQUAL BENEFITS ORDINANCE

ONE PERSON CONTRACTOR CERTIFICATION

In order for the City to consider your request for exemption, you must return this completed certification, along with the Bidder/Contractor Request for Non-Coverage or Exemption if you are requesting exemption from the Living Wage Ordinance, to the awarding department. Please be advised that if you employ any workers during the term of this contract, you will be subject to, and must fully comply with, the Living Wage Ordinance/Equal Benefits Ordinance. Should this occur, you must contact the awarding department and obtain a Declaration of Compliance and an Employee Information Form. Failure to comply with this procedure may result in contract termination.

Name of Contractor:
_____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Department Awarding Contract: _____

Contract Number: _____

I certify under penalty of perjury that I am a one-person contractor and that I have no employees.

_____ _____
Name (please print) Title

_____ _____
Signature Date

Form CAO/LW-14, Rev. 7/5/01

CITY OF LOS ANGELES

Office of the City Administrative Officer
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 473-8891

LIVING WAGE ORDINANCE

APPLICATION FOR "SMALL BUSINESS EXEMPTION"

Lessees or licensees with contracts executed after **February 24, 2001**, and amendments that are executed after **February 24, 2001** and add monies or extend term, may apply for the "small business exemption" if they meet the criteria described below.

Company Name: _____ Phone: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Contract: _____

Contract Term: _____

Number of Businesses on City Premises: _____ Total Number of Businesses: _____

Total Number of Employees Listed on the Attached Worksheet(s): _____

To qualify for this exemption you must meet both of the following qualifications:

1. You must employ no more than seven (7) employees in the entire company (including businesses that are not operating on City premises). A public lessee or licensee shall be deemed to be employing no more than seven (7) employees if its workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the 2001 calendar year.

   Submit a completed Employee Worksheet for Small Business Exemption (Form CAO/LW-26b) OR payrolls for the nine (9) months you would like to have reviewed. Information on the Employee Worksheet may subsequently require verification through payroll records.

AND

2. You must fall into one of the following categories (check the box that applies and submit the requested documentation):

   ☐ I am a lessee or licensee beginning my first year of operation as a business.

   ☐ I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than $371,315 (as of July 1, 2002) for the 2001 calendar year. **I am submitting my 2001 IRS Tax Returns listing gross revenues for all my business(es).**

   ☐ I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than $371,315 (as of July 1, 2002) for the 2001 calendar year. **I am submitting my 2001 IRS Tax Returns listing gross revenues for all my business(es) on City premises.**

Submit this form and the required supporting documentation to the awarding City department. The form will be forwarded to the Office of the City Administrative Officer for verification and review. If approved, the exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

Name of contact person: _____ Title: _____

Signature: _____ Date: _____

FOR CAO USE ONLY	
Approved:	**Not Approved (See Attached):**
Analyst:	**Date:**

EMPLOYEE WORKSHEET FOR "SMALL BUSINESS EXEMPTION"

This worksheet must be completed for <u>each</u> company or business for which you have a controlling interest, whether or not it is on City premises. Include the names of <u>all</u> persons employed by each company, and the number of hours worked each month in 2001.

Company Name: _____ **Company Phone Number:** _____

Company Address: _____ **City, State, Zip Code:** _____

Employee Name	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul	Aug.	Sep.	Oct.	Nov.	Dec.	Total
Total Hours													
Indicate which nine (9) months you would like to have reviewed.													

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

_____ _____

Name (please print) Title

_____ _____

Signature Date

EBO DETERMINATION

Ex. H

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Mail Stop 132 - Room 606
Phone: (213) 485-3514 - Fax: (213) 485-0672

CAO DETERMINATION - COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

Contractors must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO), prior to the execution, amendment, or renewal of an agreement. Attach this form to the agreement being processed to verify the Office of the City Administrative Officer (CAO) determination regarding the Contractor's compliance with the EBO.

SECTION 1. CONTRACTOR INFORMATION

Company Name: **Hathaway Children & Family Services** Phone: **(323) 257-9600**
Company Address: **840 N. Avenue 66** Fax:
City: **Los Angeles** State: **CA** ZIP: **90042**
Contact Person: **Nancy Blaine**

SECTION 2. CAO DETERMINATION OF CONTRACTOR COMPLIANCE WITH THE EBO

☐ **NOT IN COMPLIANCE:** The Contractor is not in compliance with the EBO. **The department may not execute any agreement with this Contractor until the CAO has determined that the Contractor is in compliance.**

☑ **FULL COMPLIANCE:** The Contractor is in full compliance.

☐ **PROVISIONAL COMPLIANCE:** The Contractor has been granted Provisional Compliance status. Provisional Compliance status will expire on , after which date the Contractor must be certified by the CAO as being in Full Compliance with the EBO. **If the Contractor does not come into Full Compliance by that date, payment due the contractor may be withheld, and agreements with the contractor may be subject to termination.** Agreements executed, renewed, or amended after this date must be accompanied by a new EBO Determination form.

☐ **COMPLIANCE ON A CONTRACT BY CONTRACT BASIS:** The Contractor has declined to comply with the EBO throughout the Contractor's operations within the US. The Contractor is complying on a contract by contract basis. **New EBO Certification form(s) must be completed for each contract executed with this Contractor, and a new EBO determination must be made by the CAO for each new agreement with this Contractor.**
This EBO Determination applies only to:

- ☐ Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with EBO only for the employee(s) working on the City agreement.
- ☐ Other: (Read Below)

☐ **REASONABLE MEASURES:** The Contractor will provide the cash equivalent to employees.

☐ **EBO DOES NOT APPLY:**

- ☐ The Contractor DOES NOT offer/provide benefits.
- ☐ One-Person Contractor. Should the Contractor employ workers in the future, the Contractor must submit (a) Certification of Compliance form(s) and all supporting documentation.

☐ **OTHER: (Read Below)**

Nghiem Tran

OARS Analyst: Nghiem Tran **Phone: 213-485-3589** **Date: 06/06/00**

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

Exhibit 1

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☐	☐
If YES, please attach a copy		
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	☐	☐
If YES, please check which form(s) of assistance		
Level I Assistance		
Subsidized company child care center	☐	☐
Subsidized network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers of homes)	☐	☐
Level II Assistance		
Salary setaside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a "consortium center"	☐	☐
Level III Assistance		
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donation to enhance child care program	☐	☐

Other: (Describe) _____

_____

I HAVE READ AND COMPLETED:

_____

(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space

Date Filed: _____ Expiration Date: _____

- Exhibit J

AFFIDAVIT TO ACCOMPANY PROPOSALS

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

_____, being first duly

sworn, deposes and states: That the undersigned is _____

_____ (Insert "sole owner," "a partner," "president," "secretary," or other proper title) of _____

_____
(Insert name of business entity)

who submits herewith to City of Los Angeles the attached proposal;

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdrawing its proposal;

(c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(d) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:

Subscribed and sworn to before me this _____ day of

_____, 20__

(Month)

_____
(Notary Public)

_____
(Signature)

_____
(Title)

_____
(Date)

EXHIBIT K

PROPOSER WORKFORCE INFORMATION

PROPOSER'S NAME (Legal Name of proposing entity) _____

Headquarters Location of Firm: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Number of Employees Residing in the City of Los Angeles: _____

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

ORGANIZATION CORPORATE SEAL	This Proposal is submitted as a firm and fixed request valid and open for 90 days from the submission date. This proposal is genuine, and no sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer. To my knowledge this proposal does not duplicate facilities or services in the area that are funded by other sources of funds. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract supported by these funds. _____ _____ AUTHORIZED SIGNATURE & DATE _____ PRINT NAME & TITLE

GS/S-AA1 (Rev.4/94)

EXHIBIT L
CITY OF LOS ANGELES
PURCHASING AGENT

AFFIRMATIVE ACTION

The City of Los Angeles has an Affirmative Action Program for entities doing business with the City (Los Angeles Administrative Code, Div. 10, Chapter 1, Art. 1, Sec. 10.8). In order to comply, it is necessary that the bidder complete, sign, and return with the bid, the following: (REFER AFFIRMATIVE ACTION QUESTIONS TO THE OFFICE OF CONTRACT COMPLIANCE, AFFIRMATIVE ACTION SECTION, AT (213) 847-6480.)

On All Bids Over $500 But Not Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Equal Employment Practices. (below)
2. A Completed Equal Employment Opportunity Officer Appointment. (below)

On All Bids Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Affirmative Action Practices. (Form, below)
2. A completed Equal Employment Opportunity Officer Appointment. (below)
3. A completed Ethnic Composition of Total Work Force Report (Page A-2)
4. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements for Non-construction Contractors"). The city's plan on A-5 and A-6 is an approved plan requiring only signature of acceptance on Page A-2 along with the ethnic composition of total work force and submittal to be effective.

   Plan B. A trade association plan if the contractor is a member in good standing of the association, which has negotiated an Affirmative Action Plan with the Office of Contract Compliance.

   Plan C. The Bidder's own Affirmative Action Plan

Vendor's Suppliers (Subcontractors):

These same documents must be submitted for vendor's subcontractors who furnish over $5,000 of any contract awarded by the City. The Bidder shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the office of the Purchasing Agent.

ALL CERTIFICATES AND PLANS ARE EFFECTIVE FOR 12 MONTHS FROM DATE OF APPROVAL.

CERTIFICATION FOR ALL CONTRACTS

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The information contained herein is true and correct.
2. The Contractor has read the Equal Employment Practices printed on Page A-3 and certifies the practices will be adhered to in the performance of any contract over $500 but not over $5,000.
3. The Contractor has read the Affirmative Action Practices printed on Page A-4 and certifies the practices will be adhered to in the performance of any contract over $5,000.
4. The Contractor has appointed the Equal Employment Opportunity Officer as noted below.
5. NONDISCRIMINATION CLAUSE — The Contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, or physical handicap; and that all subcontracts awarded under this contract shall contain a like nondiscrimination clause.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that _____ is hereby
NAME OF APPOINTEE PRESENT TITLE
appointed as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at _____, ( ) _____ concerning matters
WORK LOCATION TELEPHONE
related to any affirmative actions taken by this firm to increase minority utilization in its employment.

ETHNIC COMPOSITION OF TOTAL WORK FORCE

Indicate below the number of employees in each occupational category for each of the ethnic groups listed belo for your firm's total work force located at _____
ADDRESS

as of _____.
DATE

EMPLOYMENT BY ETHNIC ORIGIN, OCCUPATION, AND SEX

OCCUPATIONS	Total All Employees	MALE EMPLOYEES					FEMALE EMPLOYEES					Total Minority	Percent Minority	Percent Female
		Total Males	MINORITY GROUPS				Total Females	MINORITY GROUPS						
			Black	Hispanic	Asian	American Indian Aleuts		Black	Hispanic	Asian	American Indian Aleuts			
Officials and Managers														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Skilled Craft														
Semiskilled														
Laborers (Unskilled)														
Service Workers														
Total														
(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)														
Apprentices														
On-the-job trainees: White Collar														
On-the-job trainees: Production														

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS ☐ VISUAL CHECK ☐ OTHER (Specify) _____

To accept the City's Affirmative Action Plan as its own, Vendor shall fill-in the blank forms on the above section; fill-in and sign the acceptance below; and return this sheet with its bid.

VENDOR'S ACCEPTANCE OF LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

Contractor has read the Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors on Pages A-5 and A-6 and accepts all of its requirements as its basic Affirmative Action Plan.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

PROVISIONS FOR CONTRACTS OF MORE THAN $500 BUT NOT OVER $5,000.

Equal Employment Practices

A. During the performance of this contract the contractor agrees and represents that it will provide equal employment practices; and the contractor and each subcontractor hereunder will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally, and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

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. The contractor or subcontractor agrees to post a copy of Paragraph A hereof, in conspicuous places at its place of business, and available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Board of Public Works Office of Contract Compliance, the contractor shall certify on a form to be supplied, that it has not discriminated in the performance of this contract against any employee or applicant for employment on the basis of or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its 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 this contract and, on their request, to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. 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 the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding, duly made, that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract. Such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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."

Recyclable and made from recycled waste

PROVISIONS FOR CONTRACTS OF MORE THAN $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

1. This provision applies to work or services 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. The contractor or subcontractor 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. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to the awarding authority or the Office of Contract Compliance, and may be required to provide certified copies of all records pertaining to employment and employment practices, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. 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 except upon a full and fair hearing, after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made, that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

F.(1). In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction, that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules, regulations, and forms for the implementation of the Affirmative Action Program of this contract. Rules, regulations, and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules and regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

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 its bid is submitted, the contractor shall submit an AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward conference in order to develop, improve, or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, a plan prepared and furnished by the Office of Contract Compliance, by affixing his signature thereto.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works Office of Contract Compliance, may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade association shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract awarded for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward conference which may be required by the Board of Public Works Office of Contract Compliance, or the awarding authority shall, without limitation as to the subject or nature of employment actively, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided however, that any contract subject to this ordinance shall require the contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and

6. The entry of qualified women and minority journeymen into the industry;

7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at its discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any agency, board, or commission thereof, any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors, or suppliers engaged in the performance of City contracts.

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9 (a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as its affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless it has submitted as part of its bid a written affirmative action plan embodying both (1) goals and timetables of minority personnel utilization, (Members of "Minority Groups" include women and any person or group described by race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap) and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and time tables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and, as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas, but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category, provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	Females
Until further notice	21%	21%

Where work is performed outside the County of Los Angeles, the goals shall be equivalent to 50% of the minority and 50% of the female population in the vendor's geographical area (Standard Metropolitan Statistical Area (SMSA) formula) applied to each occupational category; however, the female goal shall not exceed 21%.

In the event that under a contract which is subject to these bid conditions, any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the goals for the last year shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables, or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that it shall immediately make a good faith effort to include within its employ, said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force, if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) The Contractor shall recruit and make efforts to obtain minorities through:
  (1) Advertising employment opportunities in minority community news media;
  (2) Notifying minority community organizations of employment opportunities;
  (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
  (4) Encouraging present minority employees to refer their friends and relatives;
  (5) Promoting after school and vacation employment opportunities for minority youth;
  (6) Validating all employment specifications, selection requirements, tests, etc.;
  (7) Maintaining a file of the names and addresses of each minority worker referred to the Contractor and what action it took concerning such worker; and
  (8) Notifying the appropriate awarding authority of the City in writing when a union with whom it has a collective bargaining agreement has failed to refer a minority worker to it.

(b) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

Recyclable and made from recycled waste.

(c) The Contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) The Contractor shall secure cooperation or compliance from the labor referral agency to its contractual affirmative action obligations.

(e) The Contractor shall establish a person at the management level of the contracting entity to be its Equal Employment Opportunity Officer; such individual to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. The Contractor shall advertise invitations for subcontractor bids in minority community news media.
b. The Contractor shall contact minority contractor organizations for referral of prospective subcontractors.
c. The Contractor shall contact any other source likely to yield qualified minority contractors and vendors.
d. The Contractor shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.
b. Establish training programs within its company and/or its association that will prepare minority employees for advancement opportunities.
c. Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all its employees, subcontractors, vendors, unions, and all others with whom it may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with its affirmative action obligations, the Contractor or subcontractor shall document its good faith effort to comply with the requirements by the following procedure:

a. The Contractor shall state the nature of the problem;
b. The Contractor shall state what it attempted to do, how, and on what date;
c. The Contractor shall state to whom its efforts were directed;
d. The Contractor shall state the response received and the date;
e. The Contractor shall state what other steps it has taken or will take to comply and when;
f. The Contractor shall state why it has been or will be unable to comply.

8. The Contractor and each of its known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of its known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or its subcontractors has failed to comply with the Affirmative Action requirements contained in the section any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

EXHIBIT M

CERTIFICATION REGARDING COMPLIANCE WITH THE CITY CONTRACTING POLICY ON BURMA

The undersigned certifies under the penalty of perjury that:

1. The Contractor/Borrower/Agency (hereafter Contractor):

   Check one:

   _____ is in compliance with and will continue to comply with the City of Los Angeles' Contracting Policy on Burma, Los Angeles Administrative Code (LAAC) Section 10.38, et.seq.

   _____ is not in compliance because the contractor is doing business in Burma in the following manner:

   _____ [a] is owned or owns a company that does business with Burma; or

   _____ [b] does business with the government of Burma; or

   _____ [c] does businesses in Burma with private businesses located there; or

   _____ [d] is an exclusive distributor of a company that does business with the government of Burma or that is located in Burma.

2. The contractor acknowledges that if the City determines that the Contractor was ineligible at the time of entering the agreement or later became ineligible, the City has the right to terminate the contract and/or refuse payment for goods received or services performed under the agreement.

3. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

_____

SIGNATURE _____ **DATE** _____

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

PLACE IN FILES
JUL - 3 2002
DEPUTY

June 21, 2002

Mayor's Office of Criminal Justice Planning
Councilmember Miscikowski
Councilmember Padilla
Chief Legislative Analyst
City Administrative Officer
Controller, Room 1200
Accounting Division, F&A
Disbursement Division

RE: AMENDING CONTRACTS FOR THE CONTINUATION OF FUNDING FOR ONE CASEWORKER TO CONDUCT CASE MANAGEMENT WITH AT-RISKS YOUTH AND FOR ONGOING EVALUATION OF THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

At the meeting of the Council held JUNE 7, 2002, the following action was taken:

Attached report adopted	
Attached motion (Miscikowski - Padilla) adopted	X
Attached resolution (-) adopted	
Mayor concurred	6-17-02
FORTHWITH	
Ordinance adopted	
Ordinance number	
Effective date	
Publication date	
Mayor approved	

J. Michael Carey

City Clerk
kw

steno\010318

Recyclable and made from recycled waste

Mayor's Time Stamp

RECEIVED
'02 JUN 12 P1:44
DEPUTY MAYOR

RECEIVED
CITY CLERK'S OFFICE
City Clerk's Time Stamp
2002 JUN 12 PM 1:41
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE June 7, 2002

RE: AMENDING CONTRACTS FOR THE CONTINUATION OF FUNDING FOR ONE CASEWORKER TO CONDUCT CASE MANAGEMENT WITH AT-RISKS YOUTH AND FOR ONGOING EVALUATION OF THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

JUN 24 2002

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per Charter Section 341)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL JUN 17 2002

JUN 18 2002 Ben

misc Padilla Office of the Mayor Controller City Atty CLA CAO

RECEIVED
CITY CLERK'S OFFICE
2002 JUN 17 PM 3:40
CITY CLERK
BY _____ DEPUTY

MAYOR

steno\010318
et

20

MAY 3 1 2002

TO CITY CLERK FOR PLACEMENT ON NEXT COUNCIL AGENDA TO BE POSTED | #54

MOTION

In February 2002, the Mayor and the Council approved the transmittal of funding (CF01-0318) to implement year V of the City/County CLEAR (Community Law Enforcement and Recovery) Program, a unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police and Sheriff's Departments, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders.

At the time, approval was requested and received for two contracts for services to enhance the CLEAR Program, specifically case management and evaluation. While the original contracts were for a 12-month period, the amount of funding was for only 6 months of services. Approval is now requested to augment these contracts with funding for the 12-month period of service. This funding is available in the CLEAR Fund due to unanticipated savings.

Transmitted for consideration by City Council is a Contract Amendment with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This Amendment for an additional **$20,000** (for a contract total not to exceed $40,000) includes salary and benefits for one full-time Caseworker.

Transmitted also for consideration by City Council is a Contract Amendment for an additional **$25,000** (for a total contract not to exceed $50,000) with Lodestar Management Services, Inc. for ongoing evaluation of the CLEAR Program.

IT IS THEREFORE REQUESTED that the City Council, subject to the approval of the Mayor:

1) **APPROVE** the Amendment between the City of Los Angeles and Hathaway Children's Services for the period July 1, 2001 to June 30, 2002, for an additional **$20,000** (for a total contract not to exceed $40,000); and **AUTHORIZE** the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

2) **APPROVE** the Amendment between the City of Los Angeles and Lodestar Management Services, Inc. for the period July 1, 2001 to June 30, 2002, for an additional **$25,000** (for a total contract not to exceed $50,000); and **AUTHORIZE** the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

3) **REQUEST** the Controller to transfer $45,000 within Fund 664, Department 46, Account R203, Equipment to Account R202, Contractual Services.

PRESENTED BY: _____
CINDY MISCIKOWSKI
Councilmember, Eleventh District

SECONDED BY: _____

AP

May 31, 2002

MO.
ADOPTED
JUN 0 7 2002
LOS ANGELES CITY COUNCIL

MAYOR 341

COUNCIL VOTE

Jun 7, 2002 11:45:42 AM, #3

Items For Which Public Hearings Have Not Been Held - Items 13-28
Voting on Item(s): 14-15,17a-20,22,24-28
Roll Call

BERNSON	Absent
GALANTER	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Absent
RIDLEY-THOMAS	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes

Present: 13, Yes: 13 No: 0

FIRST AMENDMENT
TO AGREEMENT NUMBER C-102888
BETWEEN THE CITY OF LOS ANGELES
AND
HATHAWAY CHILDREN AND FAMILY SERVICES

THIS FIRST AMENDMENT to Agreement No. **C-102888** of City Contracts is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "City"), as Subgrantor, and Hathaway Children and Family Services (hereinafter referred to as "Contractor"), as Subgrantee, both of whom are collectively referred to as the "Parties," for the purpose of amending the term of the Agreement.

AMENDMENT

1. Section III: #301 COMPENSATION AND METHOD OF PAYMENT shall remain the same with a change in the overall payment amount. The amount "not to exceed Twenty Thousand ($20,000)" shall be deleted and the following shall be substituted therefore: "an amount not to exceed Forty Thousand ($40,000)."

4. Section IV: STANDARD PROVISIONS shall incorporate the following provisions, which shall be designated as the CONTRACTOR RESPONSIBILITY ORDINANCE PROVISIONS:

   Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to:

   1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;

   2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance;

3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and

4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

5. Except as herein amended, all other terms and conditions shall remain in full force and effect.

6. This amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This amendment includes three (3) pages, which constitute the full and complete understanding of the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated.

Executed this _____ day of

_____, 20___

For: THE CITY OF LOS ANGELES
a municipal corporation

By _____
JAMES K. HAHN

ATTEST:
J. MICHAEL CAREY, City Clerk

By _____
Deputy City Clerk

Date _____, 20___

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

By _____
Deputy/Assistant City Attorney

Date _____, 20___

Executed this _____ day of

_____, 20___

For: HATHAWAY CHILDREN AND
FAMILY SERVICES

By _____
LYN MUNRO, Director
Community Services

ATTEST:

By _____
Title: _____

(Contractor's Corporate
Seal or Notary)

FIRST AMENDMENT
TO AGREEMENT NUMBER C-102887
BETWEEN THE CITY OF LOS ANGELES
AND
LODESTAR MANAGEMENT/RESEARCH, INC.

THIS FIRST AMENDMENT to Agreement No. **C-102887** of City Contracts is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "City"), as Subgrantor, and Lodestar Management/Research, Inc. (hereinafter referred to as "Contractor"), as Subgrantee, both of whom are collectively referred to as the "Parties," for the purpose of amending the term of the Agreement.

AMENDMENT

1. Section III: #301 COMPENSATION AND METHOD OF PAYMENT shall remain the same with a change in the overall payment amount. The amount "not to exceed Twenty Five Thousand ($25,000)" shall be deleted and the following shall be substituted therefore: "an amount not to exceed Fifty Thousand ($50,000)."

4. Section IV: STANDARD PROVISIONS shall incorporate the following provisions, which shall be designated as the CONTRACTOR RESPONSIBILITY ORDINANCE PROVISIONS:

   Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to:

   1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;

   2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance;

   3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and

4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

5. Except as herein amended, all other terms and conditions shall remain in full force and effect.

6. This amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This amendment includes three (3) pages, which constitute the full and complete understanding of the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated.

Executed this _____ day of

_____, 20___

For: THE CITY OF LOS ANGELES
a municipal corporation

By _____
JAMES K. HAHN

ATTEST:
J. MICHAEL CAREY, City Clerk

By _____
Deputy City Clerk

Date _____, 20___

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

By _____
Deputy/Assistant City Attorney

Date _____, 20___

Executed this _____ day of

_____, 20___

For: LODESTAR MANAGEMENT/
RESEARCH, INC.

By _____
MORGAN LYONS, Ph.D.

ATTEST:

By _____
Title: _____

(Contractor's Corporate
Seal or Notary)

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

PLACE IN FILES

FEB 26 2002

DEPUTY

February 22, 2002

Mayor's Office of Criminal Justice Planning
Chief Legislative Analyst
City Administrative Officer
Controller, Room 1200
  Accounting Division, F&A
  Disbursement Division
City Attorney
Police Department

RE: CONTINUING THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

At the meeting of the Council held February 8, 2002, the following action was taken:

Attached report adopted X
Attached motion (-) adopted.....
Attached resolution (-) adopted.....
Mayor concurred..... 2-20-02

J. Michael Carey

City Clerk
kw

steno\010318

2-26-02

Mayor's Time Stamp

RECEIVED
'02 FEB 14 A11:02
DEPUTY MAYOR

City Clerk's Time Stamp

RECEIVED
CITY CLERK'S OFFICE
2002 FEB 14 AM 11:02
CITY CLERK
BY _____
DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE February 8, 2002

RE: CONTINUING THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

FEB 25 2002

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per Charter Section 341)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL FEB 20 2002

FEB 21 2002
BUN

RECEIVED
CITY CLERK'S OFFICE
2002 FEB 21 PM 12:06
CITY CLERK
BY _____
DEPUTY

MAYOR

steno\010318
et

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 1-14-02

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Cindy Miscikowski, Chair	✓		
Councilmember Perry			✓
Councilmember Weiss	✓		
Councilmember Pacheco			✓
Councilmember Zine	✓		

Remarks Approve CAO Rec's – Mayors ofc to Amend when it hits B/F

Brian Walters, Legislative Assistant ---------- Telephone 978-1077

2 reports on one file.

BUDGET AND FINANCE COMMITTEE
Report/Communication for Signature

Council File Number: 01-0318

Committee Meeting Date: 1-30-02

Council Date: 2-8

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Nick Pacheco, Chair	✓		
Councilmember Weiss	✓		
Councilmember Hahn	✓		
Councilmember Miscikowski	✓		
Councilmember Garcetti	✓		

Remarks approve amended CAO rec's

Adrienne Bass, Legislative Assistant ---------- Telephone 978-1073

File No. 01-0318

TO THE COUNCIL OF THE CITY OF LOS ANGELES

Your BUDGET AND FINANCE Committee

reports as follows:

	Yes	No
Public Comments:	X	

BUDGET AND FINANCE COMMITTEE REPORT relative continuing the Community Law Enforcement and Recovery (CLEAR) Program.

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

1. ACCEPT funding in the amount of $1,000,000 under the State Budget Act Fiscal Year (FY) 2001-02 to conduct the Community Law Enforcement and Recovery (CLEAR) Program.

2. ACCEPT funding in the amount of $800,000 from the State Office of Criminal Justice Planning (OCJP) to conduct the CLEAR Program.

3. REQUEST the Controller establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, for funding provided through the State Budget Act and through a Community Development Block Grant (CDBG), as follows:

Account	Title	Amount
S201	Personnel Services	$1,146,667
S202	Contractual Services	936,766
S203	Operating Expenses	16,567
	Total	$2,100,000

4. TRANSFER $1,146,667 from Fund No. 664, Department No. 46, Account No. S201, as follows:

	Amount
General Fund 100, Department No. 70 Police Department, Salaries Sworn Account No. 1012	$539,657
General Fund 100, Department No. 70 Police Department, Overtime Sworn Account No. 1092	181,512

General Fund 100, Department No. 12
City Attorney, Salaries General
Account No. 1010 375,498

General Fund 100, Department No. 46
Office of the Mayor, Salaries Grant Reimbursed
Account No. 1020 50,000

Total $1,146,667

Transfer amounts to Fund No. 100, Department Nos. 12, 46 and 70 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

5. RESOLVE that Employment Authority in the Police Department for the period of July 1, 2001 through June 30, 2002, for the following positions, is APPROVED:

No.	Code	Classification
4	2227-2	Police Sergeant II
2	2223-2	Police Detective II
1	2223-3	Police Detective III

6. AUTHORIZE the Mayor to execute the Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles for the period of July 1, 2001 to June 30, 2002, for a total of $1,686,809 ($371,939 for the Sheriff's Department, $679,800 for the District Attorney, and $635,070 for the Probation Department), subject to the approval of the City Attorney as to form and legality.

7. AUTHORIZE the Mayor to execute the contract between the City of Los Angeles and Hathaway Children's Services for the period of July 1, 2001 to June 30, 2002, for a total of $20,000, subject to the approval of the City Attorney as to form and legality.

8. AUTHORIZE the Mayor to execute the contract between the City of Los Angeles and Lodestar Management Research Inc. for the period of July 1, 2001 to June 30, 2002, for a total of $25,000, subject to the approval of the City Attorney as to form and legality.

9. AUTHORIZE the Mayor, or designee, to execute and sign the grant award from OCJP in the amount of $800,000, subject to the approval of the City Attorney as to form and legality.

10. REQUEST the Mayor's Office of Criminal Justice Planning to report back on proposed expansion areas, if the program were to get additional funding.

Fiscal Impact Statement: The City Administrative Officer (CAO) states that the total cost of funding the CLEAR as requested would be $2,878,476. This includes $1,146,667 for City salaries, $1,686,809 for County funding through the MOA, and $45,000 for two contracts. The City expects to be able to use $2,895,043 for funding. This includes $1,000,000 from the State Budget, $800,000 from the State OCJP, $300,000 from CDBG, and $795,043 in CLEAR program rollover funds. The actual cost of funding the CLEAR program for the City is greater than the funding provided.

The approximate cost of salaries in the Police Department would be $595,000. Since the proposed funding would reimburse the City for $539,657, the balance would be $55,343. The total salary cost was included in the Police Department's salary base for Fiscal year 2001-02 and there will therefore be no additional General Fund appropriation. The approximate cost for salaries in the City Attorney's Office would be $585,000. The proposed funding would reimburse the City of $375,498 and the remaining $209,502 would be a General Fund obligation.

Summary:

In a report dated January 8, 2002, the CAO states that the Mayor's Office of Criminal Justice Planning (MOCJP) is requesting to implement the fifth year of the Community Law Enforcement and Recovery (CLEAR) Program. The CLEAR Program is a joint City/County partnership that helps combats gang violence in Los Angeles.

The MOCJP is requesting to enter into a Memorandum of Agreement (MOA) with the County of Los Angeles and would administer the MOA. Under the agreement, the County would provide quarterly project status reports, including accomplishments, a description of outstanding issues and potential resolutions, as well as planned work. Additionally, the City is designated the fiscal agent and the County will submit invoices to be reimbursed for services rendered for the CLEAR Program. The MOCJP is also requesting approval for two contracts. The first, with Hathaway Children's Services, to provide counseling and case management to designated CLEAR cases. The second contract, with Lodestar Management/Research Inc., to provide evaluation services as well as any additional reports requested by the Program's Executive Steering Committee, the State and the MOCJP.

The original proposal from MOCJP to fund the fifth year of the CLEAR Program, would include accepting a grant of $1,000,000 from the State Budget from FY 01-02, using $749,725 from rollover funding from prior CLEAR budgets, and $300,000 from Community Development Block Grant (CDBG) funding.

At its January 14, 2002 meeting, the Public Safety Committee approved the CAO's recommendations as contained in its January 8, 2002 report.

At its regular meeting on January 30, 2002, the Budget and Finance (B&F) Committee discussed this matter. Subsequent to the issuance of the January 8th CAO report, the MOCJP was informed that a grant award in the amount of $800,000 in additional funding is available through the Governor's Office of Criminal Justice Planning (OCJP) to augment the $1,000,000 from the State Budget. The MOCJP indicates that $460,766 would be added to the County Memorandum of Understanding (MOU) ($199,800 for the District Attorney's Office, $175,488 for the Probation Office and $85,478 for the Sheriff's Department); $234,417 would go the Police Department ($151,605 to continue the 7 positions and $82,512 for overtime for the CLEAR program. Also, $105,117 is to be allocated for the City Attorney's Office for prosecutors for the Program). The Mayor's Office also requested that $45,318 be added to the County MOU and directed to the Sheriff's Department. This is funding for the Sheriff as proprietor of the CAL Gang Tacking System (a system that is utilized by both the Sheriff and the LAPD). This funding, $45,318, the $460,766 and the original MOU amount ($1,180,725) will bring the MOU total to $1,686,809.

Committee members at the Budget and Finance meeting questioned the MOCJP representative about the Program. Councilmember Hahn wanted to know why the program was not in her district. The MOCJP staff stated that this program began as a pilot project in the Northeast section of the City, and has, within the past 5 years, expanded to many other areas, but has not yet become Citywide due to insufficient funding. She indicated that this is a very costly program because of the interfacing with the County Sheriff's Department, Probation Office and District Attorney's Office. The staff noted that there are in many parts of the City that record high crime statistics and gang activity that would benefit greatly from this program. Councilmember Miscikowski suggested that the MOCJP report back on where we could expand, if we got more money.

The B&F Committee adopted the CAO's revised recommendations and also requested that the MOCJP report back on the expanded program areas.

This matter is now being forwarded to Council for consideration.

Respectfully submitted,

BUDGET AND FINANCE COMMITTEE

AB
1-31-2002
#010318b

REPT.
ADOPTED
FEB 08 2002
LOS ANGELES CITY COUNCIL

Public Safety Cmte Rept - Received + Filed

File No.01-0318

TO THE COUNCIL OF THE CITY OF LOS ANGELES

Your PUBLIC SAFETY COMMITTEE

reports as follows:

	Yes	No
Public Comments	XX	

PUBLIC SAFETY COMMITTEE REPORT relative to continuing the Community Law Enforcement and Recovery (CLEAR) Program.

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

1. ACCEPT funding in the amount of $1,000,000 under the State Budget Act FY 01-02 to conduct the CLEAR Program.

2. REQUEST the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund 664, for funding provided through the State Budget and through a Community Development Block Grant as follows:

Acct No.	Title	Amount
S201	Personal Services	$807,433
S202	Contractual Services	476,000
S203	Operating Expenses	16,567
	TOTAL	$1,300,000

3. TRANSFER $807,433 from Fund No. 664, Department 46, Account No.S201, as follows:

General Fund 100, Department 70 Police Department, Salaries Sworn, Account 1012	$388,052
General Fund 100, Department 70 Police Department, Overtime, Account 1092	99,000
General Fund 100, Department 12 City Attorney, Salaries General, Account 1010	270,381
General Fund 100, Department 46 Office of the Mayor, Salaries Grant Reimbursed Account 1020	50,000
TOTAL	$807,433

Transfer amounts to Fund No. 100, Departments 12, 46 and 70 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. RESOLVE that Employment Authority in the Los Angeles Police Department, for the period July 1, 2001 through June 30, 2002 for the following positions, is APPROVED:

No.	Code	Classification
4	2227-2	Sergeant II
2	2223-2	Detective II
1	2223-3	Detective III

5. AUTHORIZE the Mayor to execute the Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles for the period of July 1, 2001 to June 30, 2002, for a total of $1,180,725 ($241,143 for the Sheriff's Department, $480,000 for the District Attorney, and $459,582 for the Probation Department) with funding through the State Budget Act FY 01-02, a Community Development Block Grant, and rollover funding from previous CLEAR Programs, subject to the approval of the City Attorney as to form and legality.

6. AUTHORIZE the Mayor to execute the contract between the City of Los Angeles and Hathaway Children's Services for the period of July 1, 2001 to June 30, 2002, for a total of $20,000, subject to the approval of the City Attorney as to form and legality.

7. AUTHORIZE the Mayor to execute the contract between the City of Los Angeles and Lodestar Management Services, Inc., for the period of July 1, 2001 to June 30, 2002, for a total of $25,000, subject to the approval of the City Attorney as to form and legality.

Fiscal Impact Statement: The City Administrative Officer reports that the total cost of funding the CLEAR Program as requested would be $2,033,158. This includes $807,433 for City salaries, $1,180,725 for County funding through the MOA, and $45,000 for two contracts. The City expects to be able to use $2,049,725 for funding. This includes $1,000,000 from the State Budget, $300,000 from the CDBG, and $749,725 in CLEAR Program rollover funds. The approximate cost for salaries in the Police Department would be $595,000. Since the proposed funding would reimburse the City for $388,052, the balance would be $206,948. The total salary cost was included in the Police Department's salary base for FY 2001-02.

Therefore, there will be no General Fund obligation. The approximate cost for salaries in the City Attorney's Office would be $585,000. The proposed funding would reimburse the City for $270,381 and the remaining $314,619 would be a General Fund obligation.

Summary:

The Mayor's Office of Criminal Justice Planning (MOCJP) is requesting to implement the fifth year of the Community Law Enforcement and Recovery (CLEAR) Program. The CLEAR Program is a joint City/County partnership that helps combats gang violence in Los Angeles.

The MOCJP is requesting to enter into a Memorandum of Agreement (MOA) with the County of Los Angeles and would administer the MOA. Under the agreement, the County would provide quarterly project status reports, including accomplishments, a description of outstanding issues and potential resolutions, as well as planned work. Additionally, the City is designated the fiscal agent and the County will submit invoices to be reimbursed for services rendered for the CLEAR Program. The MCOJP is aslo requesting approval for two contracts. The first, with Hathaway Children's Services, to provide counseling and case management to designated CLEAR cases. The second contract, with Lodestar Management/Research Inc., to provide evaluation services as well as any additional reports requested by the Program's Executive Steering Committee, the State and the MCOJP.

To fund the fifth year of the CLEAR Program, the MOCJP proposes accepting a grant of $1,000,000 from the State Budget from FY 01-02, using $749,725 from rollover funding from prior CLEAR budgets, and $300,000 from Community Development Block Grant funding.

At its January 14, 2002 meeting, the Public Safety Committee approved the CAO's recommendations as contained in its January 8, 2002 report and now forward the matter to the Council for its consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

FEB 08 2002 - Received + Filed - See Budget & Finance Cont Rept. ADOPTED

BEW
#010318a
1/31/02

COUNCIL VOTE

Feb 8, 2002 11:05:31 AM, #6

ITEM NO. (2)
Voting on Item(s): 2
Roll Call

BERNSON	Absent
GALANTER	Yes
GARCETTI	Yes
HAHN	Yes
HOLDEN	Absent
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Absent
REYES	Yes
RIDLEY-THOMAS	Absent
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 10, Yes: 10 No: 0

CLEAR Grant

C.F. 01-0318
CAO File No. : 0220-03277-0013

REVISED RECOMMENDATIONS:

That the Council, subject to the approval of the Mayor:

1. Accept funding in the amount of $1,00,000 under the State Budget Act FY 01-02 to conduct the CLEAR program;

2. Accept funding in the amount of $800,000 from the State Office of Criminal Justice Planning to conduct the CLEAR program;

3. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund 664, for funding provided through the State Budget Act and through a Community Development Block Grant, as follows:

S201	Personnel Services	$1,146,667
S202	Contractual Services	936,766
S203	Operating Expenses	16,567
		$2,100,000

4. Transfer $1,146,667 from Fund No. 664, Department 46, Account No. S201 as follows:

General Fund 100, Department 70 Police Department, Salaries Sworn, Account 1012	$ 539,657
General Fund 100, Department 70 Police Department, Overtime Sworn, Account 1092	181,512
General Fund 100, Department 12 City Attorney, Salaries General Account 1010	375,498
General Fund 100, Department 46 Office of the Mayor, Salaries Grant Reimbursed, Account 1020	50,000
	$1,146,667

Transfer cash to Fund 100, Departments 12, 46, and 70 on an as-needed basis supported by documentation and proper demand of the Mayor's Office.

5. Resolve that employment authority is approved in the Los Angeles Police

Department for the period of July 1, 2001, through June 30, 2002 for the following positions:

No.	Code	Classification
4	2227-2	Police Sergeant II
2	2223-2	Police Detective II
1	2223-3	Police Detective III
7		

5. 6. Authorize the Mayor to execute the Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles for the period of July 1, 2001 to June 30, 2002, for a total of $1,686,809 ($371,939 for the Sheriff's Department, $679,800 for the District Attorney, and $635,070 for the Probation Department), subject to the approval of the City Attorney as to form and legality;

7. Authorize the Mayor to execute the contract between the City of Los Angeles and Hathaway Children's Services for the period of July 1, 2001 to June 30, 2002, for a total of $20,000 subject to the approval of the City Attorney as to form and legality; and

8. Authorize the Mayor to execute the contract between the City of Los Angeles and Lodestar Management Research Inc., for the period of July 1, 2001 to June 30, 2002, for a total of $25,000, subject to the approval of the City Attorney as to form and legality.

9. Authorize the Mayor to execute the ~~$~~ $100,000 grant award in fiscal year 4 grant award from OCJP

REVISED FISCAL IMPACT STATEMENT

The total cost of funding the CLEAR as requested would be $2,878,476. This includes $1,146,667 for City salaries, $1,686,809 for County funding through the MOA, and $45,000 for two contracts. The City expects to be able to use $2,895,043 for funding. This includes $1,00,000 from the State Budget, $800,000 from the State OCJP, $300,000 from the Community Development Block Grant, and $795,043 in CLEAR program rollover funds. The actual cost of funding the CLEAR program for the City is greater than the funding provided.

The approximate cost for salaries in the Police Department would be $595,000. Since the proposed funding would reimburse the City for $539,657, the balance would be $55,343. The total salary cost was included in the Police Department's salary base for Fiscal Year 2001-02 and there will therefore be no additional General Fund appropriation. The approximate cost for salaries in the City Attorney's Office would be $585,000. The proposed funding would reimburse the City for $375,498 and the remaining $209,502 would be a General Fund obligation.

+ Authorize the Mayor, or designee, to sign the award on behalf of the City, subject to approval of CA as to form + legality.

#5

January 29, 2002

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

Re: Amendment to Transmittal of the Community Law Enforcement and Recovery Program Funding to continue the City/County CLEAR (Community Law Enforcement and Recovery) Anti-Gang Initiative Program: Council File No. 95-1812 S-1

Contact: Kathleen O'Leary Lefferman x8-0710

Approval is requested herewith by the City Council for additional funding of $800,000 through the Governor's Office of Criminal Justice Planning to implement year V of the City/County CLEAR (Community Law Enforcement and Recovery) Program. This funding will continue this unique City/County partnership by providing additional program funding for the period July 1, 2001 through June 30, 2002.

Specifically: $460,766 would be added to the County Memorandum of Understanding ($199,800 for the District Attorney's Attorney's Office, $175,488 for the Probation Office and $85,478 for the Sheriff's Department); $234,417 would go to the Los Angeles Police Department ($151,605 to continue the 7 positions referenced in the transmittal, and $82,512 would go to overtime for CLEAR; and $105,117 would to the City Attorney's Office for CLEAR prosecutors.

In addition, it is requested that $45,318 be added to the County MOU and directed to the Sheriff's Department. This is funding for the Sheriff as proprietor of the CAL Gang Tracking System, a system that is utilized by both the Sheriff and the LAPD. This funding of $45,318 is derived from "rollover" funding from CLEAR's prior budgets. This funding, combined with the $460,766 referenced above and the original MOU amount in the amount of $1,180,725, would bring the MOU to total of **$1,686,809**.

IT IS THEREFORE REQUESTED that the City Council and the Mayor:

(1) **ACCEPT** funding in the amount of $800,000 from the State Office of Criminal Justice

Planning (OCJP) to conduct the CLEAR Program and **AUTHORIZE** the Mayor, or the Acting Director of the Mayor's Criminal Justice Planning Office, to execute the grant award, subject to the approval of the City Attorney as to form and legality.

(2) **APPROVE** the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2001 to June 30, 2002, for a total of **$1,686,809**, ($371,939 for the Sheriff's Department, $679,800 for the District Attorney, and $635,070 for the Probation Department); authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality.

From: Laura Guglielmo
To: O'LEARY, Kathleen
Date: 1/30/02 1:40PM
Subject: Re: Revised CLEAR again.

It should be executed by the Mayor. The Mayor can then designate you to sign it on his behalf.

Adrienne, can you make this minor change in your report to the Council? If not, let me know and I'll make the change and re-send. Thanks.
Laura

>>> Kathleen O'LEARY 01/30/02 01:24PM >>>
Laura - one more thing (sorry) - how about the recommendation to have the $800,000 grant award from OCJP executed by the Mayor (or myself) - this was in my amendment - can we include it?? thanks, K

>>> Laura Guglielmo 01/30 1:19 PM >>>
Adrienne,

Kathleen caught some minor errors in the last set of recommendations. Please use the attached instead. Thanks.

CC: Bass, Adrienne

#5

THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

CLEAR

PROGRAM OVERVIEW

JUNE 2001

James K. Hahn
Office of the Mayor

Rockard J. Delgadillo
Office of the City Attorney

PREPARED FOR THE CLEAR EXECUTIVE COMMITTEE

MAYOR'S OFFICE OF THE CITY OF LOS ANGELES
LOS ANGELES POLICE DEPARTMENT
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
LOS ANGELES COUNTY PROBATION DEPARTMENT
LOS ANGELES COUNTY DISTRICT ATTORNEY
LOS ANGELES CITY ATTORNEY
CALIFORNIA DEPARTMENT OF CORRECTIONS –
PAROLE AND COMMUNITY SERVICES DIVISION

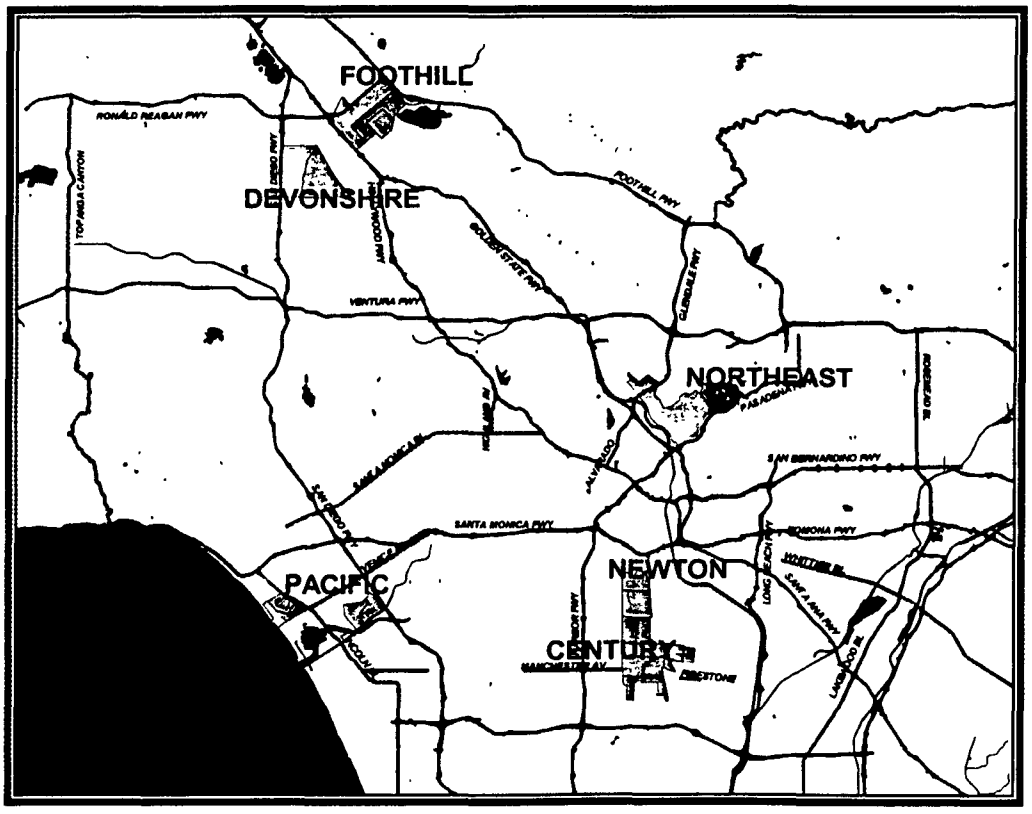
Lodestar

CLEAR Program Status Update: June 2001

The CLEAR anti-gang program has achieved its short-term objectives: reductions in gang crime, effective collaboration among criminal justice agencies and meaningful community engagement. Considerable progress has been made toward the longer-term goal of institutionalizing systems to support stable community recovery from gang violence.

Organizational History

CLEAR began in 1996 as an organized response to the senseless killing of three year old Stephanie Kuhen by members of the Avenues gang northeast of downtown Los Angeles. Initial efforts by the Los Angeles Mayor's Office and high-level commitment by major government and law enforcement agencies in the City and County resulted in the first neighborhood-based CLEAR site in 1996, followed by two more in 1998 and three in 1999. Today, multi-agency Operations Teams and Community Impact Teams of local community members are well-established and effective in all six CLEAR locations.



The six agencies that form the core CLEAR partnership are:

- Los Angeles County District Attorney
- Los Angeles County Probation Department
- Los Angeles City Attorney
- Los Angeles Police Department
- Los Angeles County Sheriff's Department
- California Department of Corrections – Parole and Community Services

Together with the Mayor's Office, these agencies also form the CLEAR Executive Committee, which sets program policy, provides oversight and assistance through its administrative office and secures funding for CLEAR. The six neighborhoods currently targeted by CLEAR are located in:

- Northeast LAPD area
- Foothill LAPD area
- Pacific LAPD area
- Devonshire LAPD area
- Newton LAPD area
- Century Station LASD area

Accomplishments

CLEAR's specific accomplishments to date include:

- Improvements in the identification, investigation, vertical prosecution and conviction of gang members in the targeted neighborhoods.
- Decreases in levels of violence and improvements in quality of life perceived by community members involved in CLEAR.
- Positive findings from analyses of crime data: for all CLEAR sites combined, during each of the past two years, both gang crime and Part I crime decreased in the Primary target areas, with considerable variation across sites; under controlled analyses, statistically significant decreases in gang crime are found in three Primary and two Secondary target areas.
- An unusual degree of effective cross-agency collaboration among the program's six core agencies at both executive and operational levels.
- Important ties with community agencies and programs, including schools and social service agencies, that promote gang crime prevention and intervention.

Challenges

Among the challenges remaining for CLEAR are to:

- Identify sufficient and predictable funding streams to permit more stable operations and longer-term planning.
- Enhance the institutionalization of CLEAR at departmental levels through explicit policy, budget and deployment strategies.
- Sustain community engagement, with committed local sponsorship and permanent staffing.
- Achieve long-term crime reduction in each of CLEAR's targeted areas.
- Expand CLEAR into other gang-infested neighborhoods.

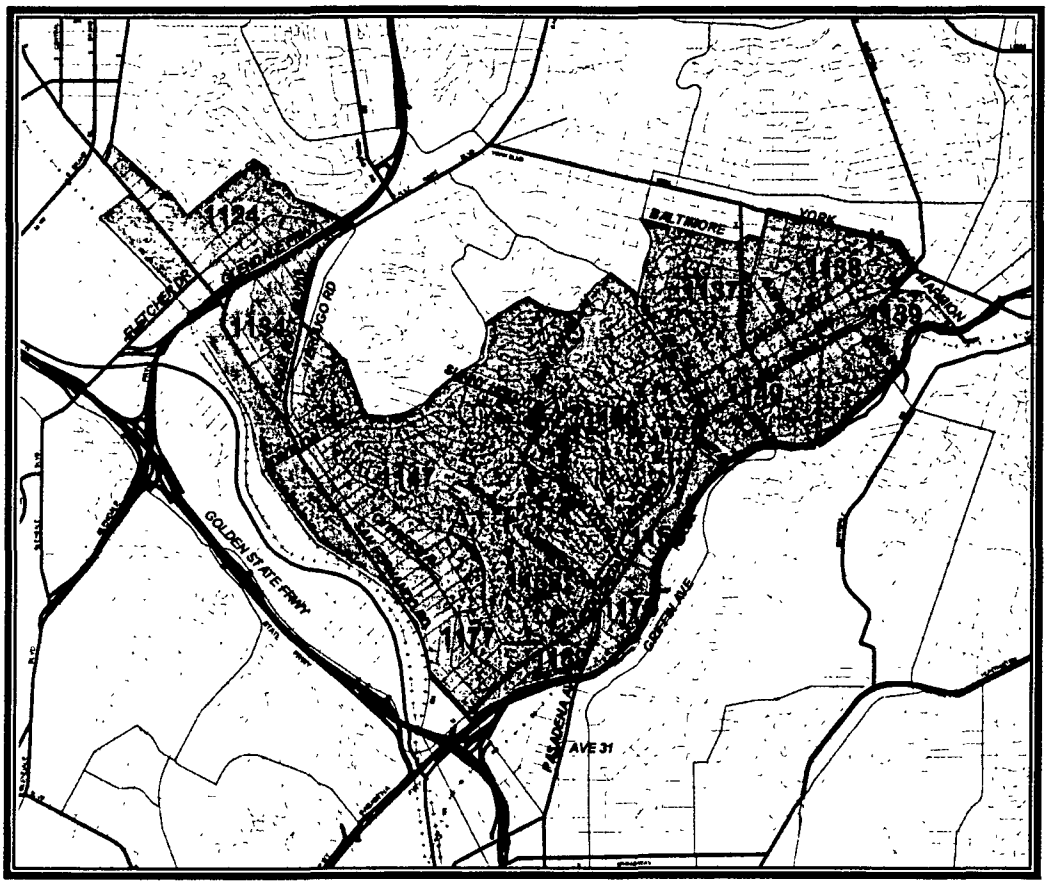
This overview was produced for the CLEAR Executive Committee by *Lodestar Management/Research*, the CLEAR program's independent evaluator since 1997.

CLEAR Site Profile: Northeast

I. Site Description

A. Location: Cypress Park area; 4.7 miles northeast of downtown Los Angeles

B. Date Site Established: November 1996



II. Recent Program Results

A. Change in Crime (most recent (to 6/01) year compared with the year before)

- Gang Crime: stable (but significantly lower) in one target area
- Part I Crime: decrease in both target areas

B. LAPD Activities (April 2000 – June 2001)

- 144 Juvenile Felony Arrests
- 182 Juvenile Misdemeanor Arrests
- 194 Adult Felony Arrests
- 55 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)

- 54 New Felony Cases Filed
- 57 Convictions
- 69 Defendants Filed on (felony)

** New forms were introduced in April 2000, which accounts for carried over numbers in convictions vs. cases filed for that period*

D. Probation Activities (April 2000 – June 2001)

- 69 Adult Arrest Violations/Holds
- 178 Juvenile Arrest Violations/Holds
- 26 School Visits
- 12 CIT Meetings

E. City Attorney Activities (April 2000 – June 2001)

- 53 Misdemeanor Cases Filed
- 37 Convictions
- 29 CIT Meetings

** Some cases filed are still pending*

F. Other Measures of Impact on Community Quality of Life (April 2000 – June 2001)

- 36 New Abatement Cases/Locations (City Attorney)
- 35 Closed Abatement Cases/Locations (City Attorney)

** Some cases filed are still pending*

III. Community Engagement

A. Number of Community Impact Team members (community members): 27

B. Community Agencies and Programs Working with CLEAR

- Hathaway Children and Family Services
- 100 Murals
- Safe Passages
- Fair-CLEAR
- Peace Campaign

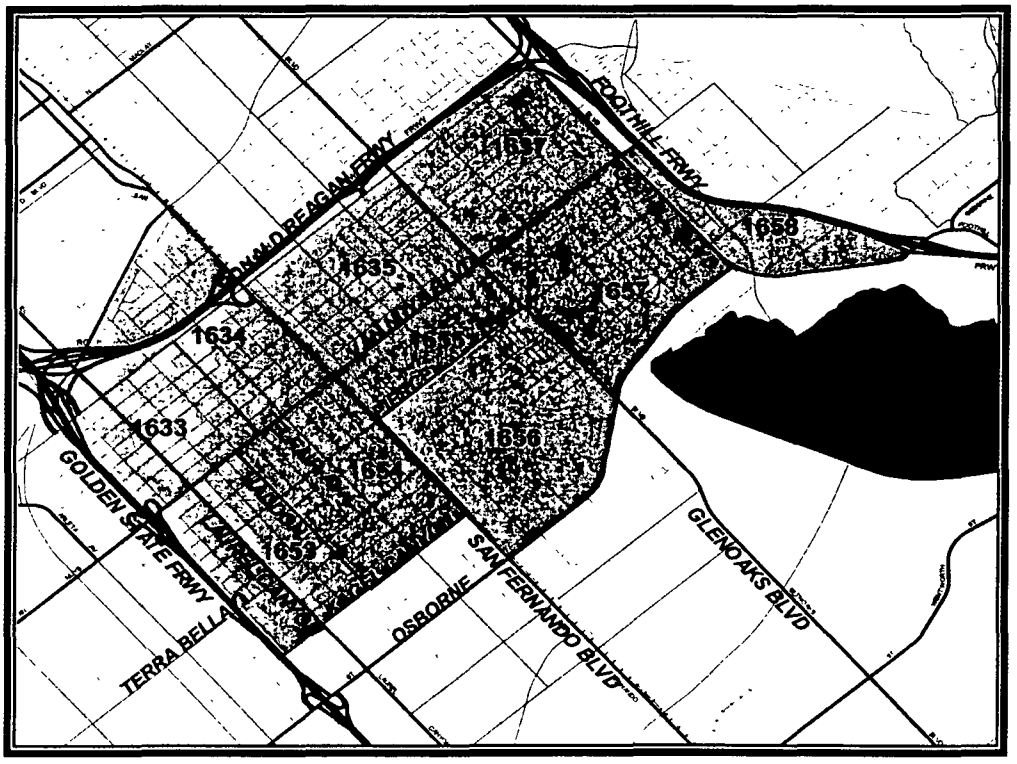
Community Law Enforcement and Recovery Program

CLEAR Site Profile: Foothill

I. Site Description

A. Location: Pacoima area, surrounded by the Golden State (5), Foothill (210) and Reagan (118) freeways

B. Date Site Established: September 1998



C. Size & Density – CLEAR Primary & Secondary Target Areas and Balance of LAPD Area

Population (1990)		Square Miles		Density (1000 pop/SqMi)		
Prim: 16,676	Sec: 33,034	Prim: 1.2	Sec: 3.1	Prim: 14.0	Sec: 10.5	Balance 4.6

- Very high population density compared with the balance of LAPD Foothill Area

D. Current Level of CLEAR Staffing

LAPD: 11	District Attorney: 2	City Attorney: 1.5	Probation: 2.2

E. Selection Criterion: High Pre-CLEAR Gang Crime – prior 2 years, per 1,000 pop.

Primary: 30.3	Secondary: 23.0	Balance: 7.8

- Very high pre-CLEAR gang crime rates, especially in the Primary target area, and compared with the balance of the LAPD Foothill area

II. Recent Program Results

A. Change in Crime (most recent (to 6/01) year compared with the year before)

- Gang Crime: decrease in one target area
- Part I Crime: decrease in both target areas

B. LAPD Activities (April 2000 – June 2001)

- 76 Juvenile Felony Arrests
- 103 Juvenile Misdemeanor Arrests
- 215 Adult Felony Arrests
- 127 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)

- 90 New Felony Cases Filed
- 116 Convictions
- 113 Defendants Filed on (felony)

** New forms were introduced in April 2000, which accounts for carried over numbers in convictions vs. cases filed for that period*

D. Probation Activities (April 2000 – June 2001)

- 102 Adult Arrest Violations/Holds
- 116 Juvenile Arrest Violations/Holds
- 86 School Visits
- 47 CIT Meetings

E. City Attorney Activities (April 2000 – June 2001)

- 140 Misdemeanor Cases Filed
- 130 Convictions

** Some cases filed are still pending*

F. Other Measures of Impact on Community Quality of Life (April 2000 – June 2001)

- 62 New Abatement Cases/Locations (City Attorney)
- 16 Closed Abatement Cases/Locations (City Attorney)

** Some cases filed are still pending*

III. Community Engagement

A. Number of Community Impact Team members (community members): 11

B. Community Agencies and Programs Working with CLEAR

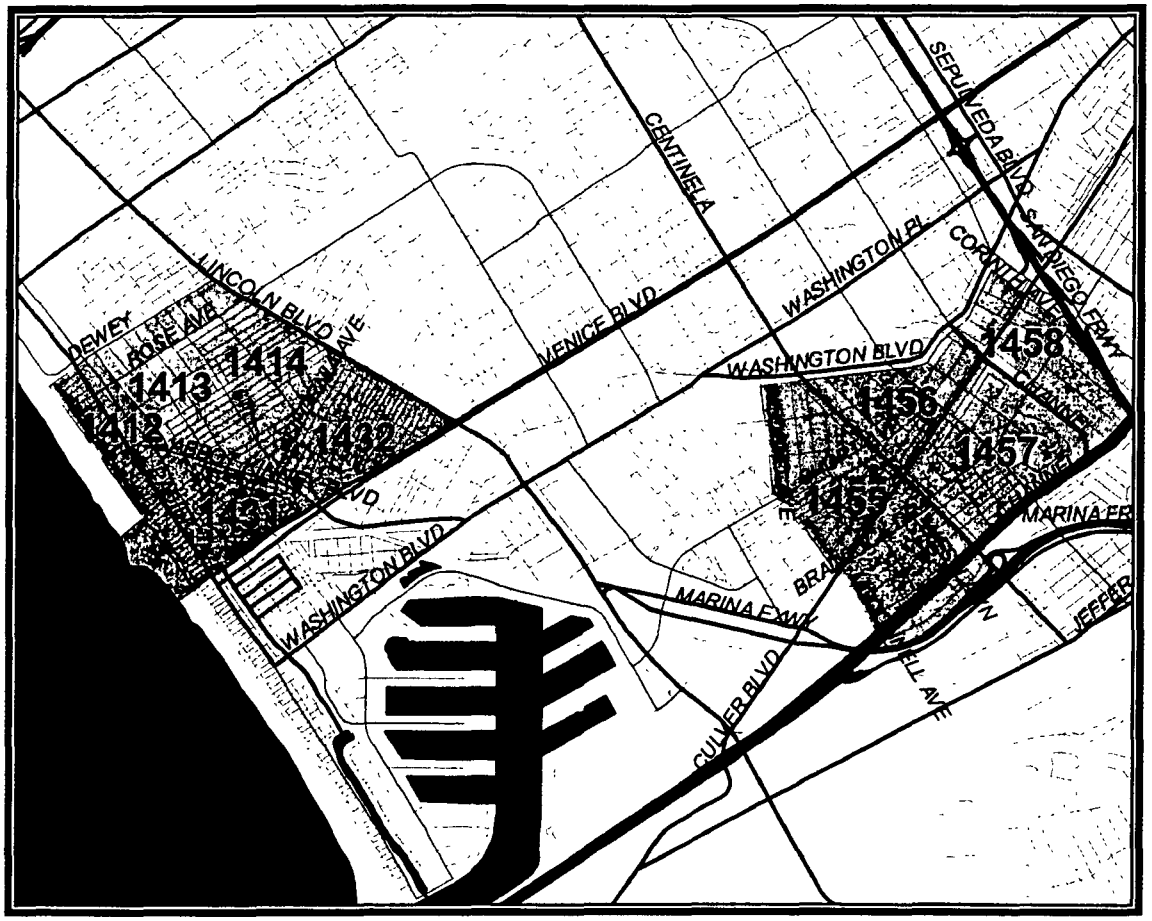
- Jeopardy Program
- Hathaway Children and Family Services
- Multi-Disciplinary Team (MDT)
- CPAB

CLEAR Site Profile: Pacific

I. Site Description

A. Location: Unique to CLEAR, the Pacific site has two primary and two secondary target areas: Venice area; and Mar Vista area – both in close proximity to the Santa Monica Municipal and Los Angeles airports.

B. Date Site Established: October 1998



C. Size & Density – CLEAR Primary & Secondary Target Areas and Balance of LAPD Area

Population (1990)		Square Miles		Density (1000 pop/SqMi)		
Prim: 20,840	Sec: 18,276	Prim: 1.0	Sec: 1.2	Prim: 20.2	Sec: 14.7	Balance 8.7

- Very high population density compared with the remainder of LAPD Pacific Area.

D. Current Level of CLEAR Staffing

LAPD: 16	District Attorney: 2	City Attorney: 1	Probation: 3.2

E. Selection Criterion: High Pre-CLEAR Gang Crime – prior 2 years, per 1,000 pop.

Primary: 4.5	Secondary: .9	Balance: .5

- Very high pre-CLEAR gang crime rates, especially in the Primary target area.

II. Recent Program Results

A. Change in Crime (most recent (to 6/01) year compared with the year before)

- Gang Crime: decrease in one target area
- Part I Crime: decrease in both target areas

B. LAPD Activities (April 2000 – June 2001)

- 28 Juvenile Felony Arrests
- 30 Juvenile Misdemeanor Arrests
- 71 Adult Felony Arrests
- 71 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)

- 58 Felony Cases Filed
- 63 Convictions
- 68 Defendants Filed on (felony)

** New forms were introduced in April 2000, which accounts for carried over numbers in convictions vs. cases filed for that period*

D. Probation Activities (April 2000 – June 2001)

- 82 Adult Arrest Violations/Holds
- 53 Juvenile Arrest Violations/Holds
- 140 School Visits
- 29 CIT Meetings

E. City Attorney Activities (April 2000 – June 2001)

- 67 Misdemeanor Cases Filed
- 44 Convictions

** Some cases filed are still pending*

F. Other Measures of Impact on Community Quality of Life (April 2000 – June 2001)

- 10 New Abatement Cases/Locations (City Attorney)
- 24 Closed Abatement Cases/Locations (City Attorney)

** Some cases filed are still pending*

III. Community Engagement

A. Number of Community Impact Team members (community members)

- Culver-Inglewood: 25
- Oakwood: 40

B. Community Agencies and Programs Working with CLEAR:

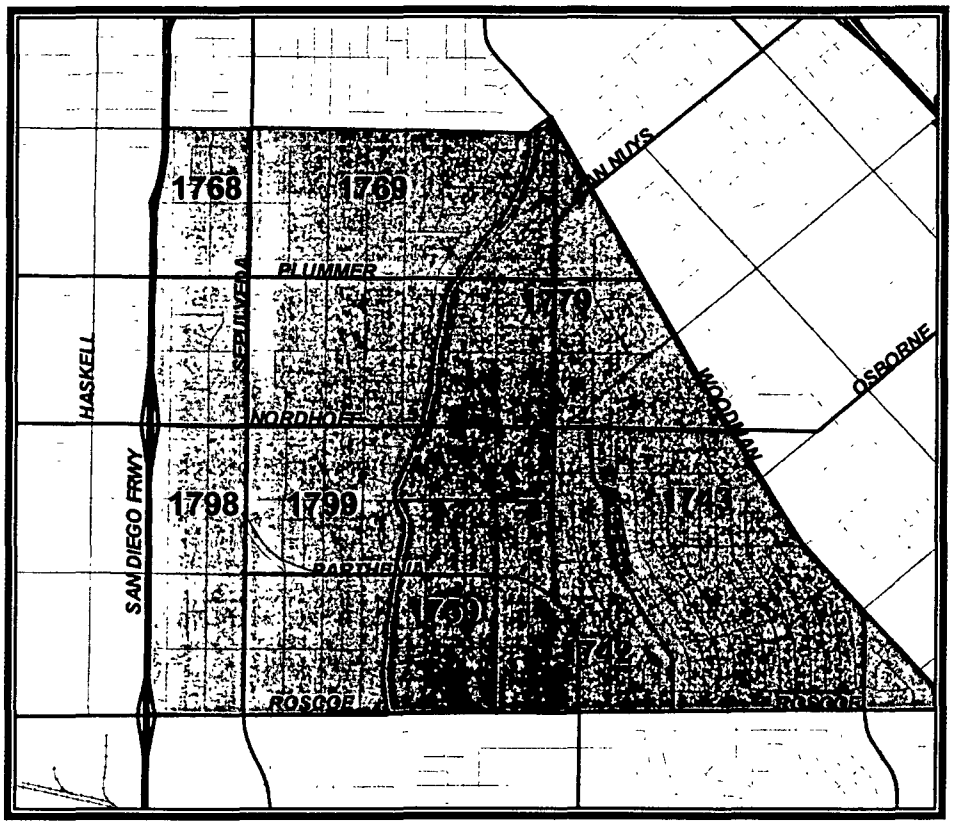
- Neighborhood Youth Association
- Boys & Girls Club – Venice
- Airport Marina Counseling Center
- Project Heavy West

CLEAR Site Profile: Devonshire

I. Site Description

A. Location: In the Panorama City area of the San Fernando Valley, just west of the San Diego (5) freeway

B. Date Site Established: June 1999



C. Size & Density – CLEAR Primary & Secondary Target Areas and Balance of LAPD Area

Population (1990)		Square Miles		Density (1000 pop/SqMi)		
Prim: **48,000**	Sec: **60,000**	Prim: **2.4**	Sec: **2.1**	Prim: **20.0**	Sec: **28.6**	Balance **2.9**

- Very high population density compared with the balance of LAPD Devonshire Area

D. Current Level of CLEAR Staffing

LAPD: 11	District Attorney: 3	City Attorney: 1.5	Probation: 3.2	CDC-Parole: 3

E. Selection Criterion: High Pre-CLEAR Gang Crime – prior 2 years, per 1,000 pop.

Primary: 4.9	Secondary: 4.5	Balance: .5

- Very high pre-CLEAR gang crime rates in both target areas compared with the balance of the LAPD Devonshire area

II. Program Results

A. Change in Crime (most recent (to 6/01) year compared with the year before)
- Gang Crime: decrease in both target areas
- Part I Crime: decrease in both target areas

B. LAPD Activities (April 2000 – June 2001)
- 50 Juvenile Felony Arrests
- 150 Juvenile Misdemeanor Arrests
- 89 Adult Felony Arrests
- 172 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)
- 65 New Felony Cases Filed
- 56 Convictions
- 70 Defendants Filed on (felony)

** Some cases filed are still pending*

D. Probation Activities (April 2000 – June 2001)
- 45 Adult Arrest Violations/Holds
- 94 Juvenile Arrest Violations/Holds
- 65 School Visits
- 21 CIT Meetings

E. City Attorney Activities (April 2000 – June 2001)
- 123 Misdemeanor Cases Filed
- 72 Convictions

** Some cases filed are still pending*

F. California Department of Corrections – Parole (January – June 2001)
- 45 gang/45 non-gang - Parole Arrests/Holds (New Law, Technical and New & Technical Violations)
- 44 Ride-alongs

G. Other Measures of Impact on Community Quality of Life (April 2000 – June 2001)
- 19 New Abatement Cases/Locations (City Attorney)
- 27 Closed Abatement Cases/Locations (City Attorney)

** New forms were introduced in April 2000, which accounts for carried over numbers in new cases/locations vs. closed cases/locations for that period*

III. Community Engagement

A. Number of Community Impact Team members (community members): 23

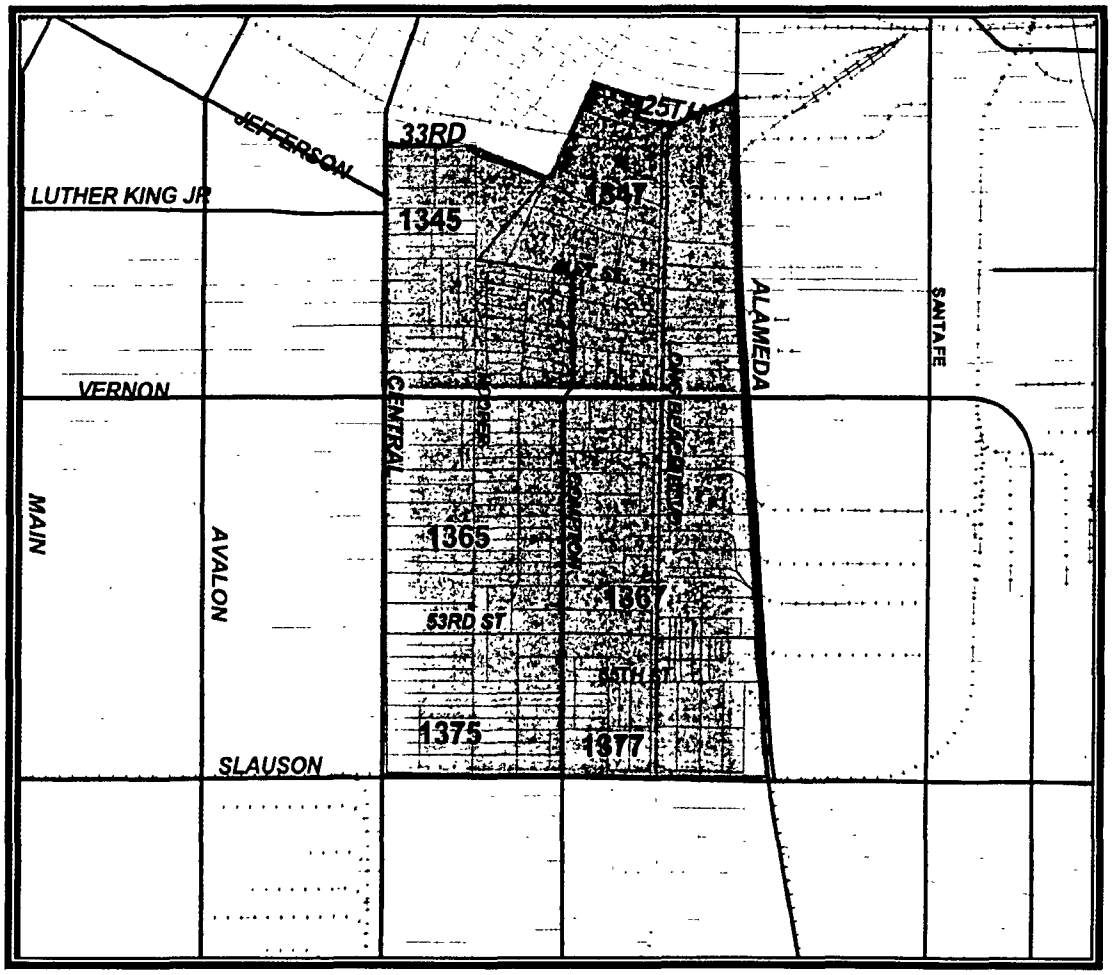
B. Community Agencies and Programs Working with CLEAR
- N. Hills Coordinating Council
- Hathaway Family Services
- LACAAW
- San Fernando Child Guidance
- Project Target
- Safe Passages

CLEAR Site Profile: Newton

I. Site Description

A. Location: 3 miles south of downtown Los Angeles, just north of Century CLEAR, next to the cities of Vernon and Huntington Park

B. Date Site Established: June 1999



C. Size & Density – CLEAR Primary & Secondary Target Areas and Balance of LAPD Area

Population (1990)		Square Miles		Density (1000 pop/SqMi)		
Prim: **11,647**	Sec: **19,563**	Prim: **.7**	Sec: **1.0**	Prim: **16.6**	Sec: **19.6**	Balance **14.1**

- Higher population density than the balance of LAPD Newton Area

D. Current Level of CLEAR Staffing

LAPD: 13	District Attorney: 3	City Attorney: 1	Probation: 1.7	CDC-Parole: 3

E. Selection Criterion: High Pre-CLEAR Gang Crime – prior 2 years, per 1,000 pop.

Primary: 7.1	Secondary: 6.1	Balance: 3.0

- Very high pre-CLEAR gang crime rates, compared with the balance of the LAPD Newton area

II. Recent Program Results

A. Change in Crime (most recent (to 6/01) year compared with the year before)

- Gang Crime: decrease in one target area
- Part I Crime: decrease in both target areas

B. LAPD Activities (April 2000 – June 2001)

- 61 Juvenile Felony Arrests
- 137 Juvenile Misdemeanor Arrests
- 213 Adult Felony Arrests
- 229 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)

- 62 New Felony Cases Filed
- 68 Convictions
- 79 Defendants Filed on (felony)

** New forms were introduced in April 2000, which accounts for carried over numbers in convictions vs. cases filed for that period*

D. Probation Activities (April 2000 – June 2001)

- 42 Adult Arrest Violations/Holds
- 84 Juvenile Arrest Violations/Holds
- 21 CIT Meetings

E. City Attorney Activities (April 2000 – June 2001)

- 36 Misdemeanor Cases Filed
- 36 Convictions

** The number of Convictions might include resolution for those Misdemeanor Cases Filed before April 2000*

F. California Department of Corrections – Parole (January – June 2001)

- 42 gang/5 non-gang - Parole Arrests/Holds (New Law, Technical and New & Technical Violations)
- 41 Ride-alongs

III. Community Engagement

A. Number of Community Impact Team members (community members): 12

B. Community Agencies and Programs Working with CLEAR

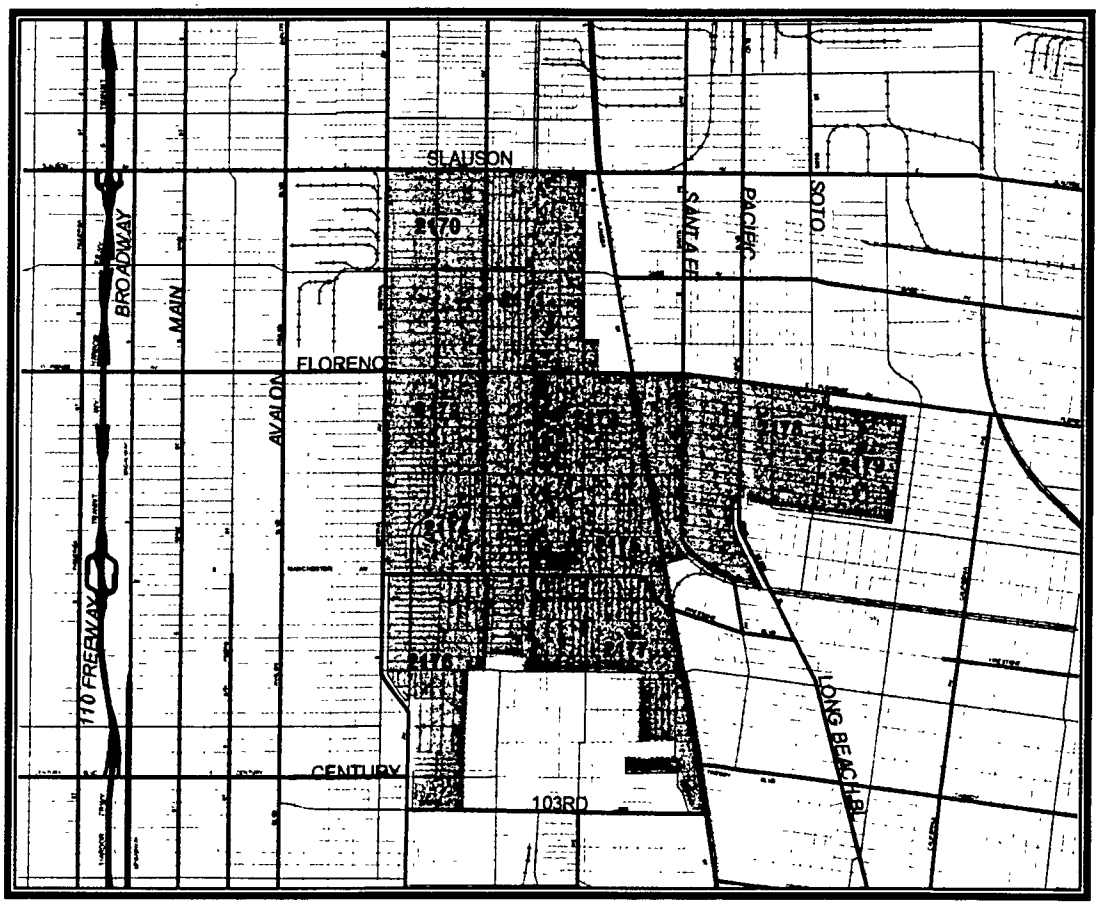
- Catholic Charities of Los Angeles
- The National Conference for Community and Justice
- Library Reading Program
- Neighborhood Watch Programs

CLEAR Site Profile: Century

I. Site Description

A. Location: The only CLEAR site located in Los Angeles County outside the City of Los Angeles; just south of the CLEAR Newton site

B. Date Site Established: June 1999



C. Size & Density – CLEAR Primary & Secondary Target Areas and Balance of LASD Area

Population (1990)		Square Miles		Density (1000 pop/SqMi)		
Prim: **42,425**	Sec: **14,722**	Prim: **4.2**	Sec: **3.8**	Prim: **10.1**	Sec: **3.9**	Balance **22.7**

- Low population density compared with the remainder of LASD Century Area

D. Current Level of CLEAR Staffing

LASD: 11	District Attorney: 2	Probation: 2.7

E. Selection Criterion: High Pre-CLEAR Gang Crime – prior 2 years, per 1,000 pop.

Primary: 22.7	Secondary: 16.9	Balance: 12.4

- Very high pre-CLEAR gang crime rate in the Primary target area, compared with the balance of the LASD Century area

II. Recent Program Results

A. Change in Crime (most recent year (to 6/01) compared with the year before)

- Gang Crime: stable (but significantly lower) in one target area
- Part I Crime: decrease in both target areas

B. LASD Activities (April 2000 – June 2001)

- 34 Juvenile Felony Arrests
- 33 Juvenile Misdemeanor Arrests
- 177 Adult Felony Arrests
- 72 Adult Misdemeanor Arrests

C. District Attorney Activities (April 2000 – June 2001)

- 96 Felony Cases Filed
- 101 Convictions
- 113 Defendants Filed on (felony)

** New forms were introduced in April 2000, which accounts for carried over numbers in convictions vs. cases filed for that period*

D. Probation Activities (April 2000 – June 2001)

- 251 Adult Arrest Violations/Holds
- 93 Juvenile Arrest Violations
- 62 School Visits
- 15 CIT Meetings

III. Community Engagement

A. Number of Community Impact Team members (community members): 29

B. Community Agencies and Programs Working with CLEAR

- Juveniles at Risk (JAR) – City of Huntington Park
- Vital Intervention and Directional Alternatives Program (VIDA)
- Short Stop
- Corrective Behavior Institute (CBI)
- Project Impact
- Safe Haven

RECEIVED
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2002 JAN 10 AM 7:39
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REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: *January 8, 2002*

CAO File No. 0220-03277-0013
Council File No.
Council District:

To: The Mayor
The Council

From: William T Fujioka, City Administrative Officer

Reference: Continuation of CLEAR grant; request from the Mayor's Office for CAO report

Subject: Year five funding for the Community Law Enforcement and Recovery (CLEAR) Program.

SUMMARY

The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the fifth year of the Community Law Enforcement and Recovery (CLEAR) program. The CLEAR Program is a City/County partnership to combat gang violence in Los Angeles. In order to implement the fifth year of the CLEAR Program, the Mayor's Office of Criminal Justice Planning requests that the Mayor and City Council:

- Accept funding of $1,000,000 from the State;
- Transfer funds for various appropriate purposes;
- Authorize resolution authority for positions in the Police Department to administer the program;
- Approve a Memorandum of Agreement between the City and County of Los Angeles relating to the program;
- Approve the contract between the City and Hathaway Children's Services; and,
- Approve the contract between the City and Lodestar Management Services.

Additional detail is provided in the Discussion section, below.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Accept funding in the amount of $1,000,000 under the State Budget Act FY01-02 to conduct the CLEAR Program;

2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund 664, for funding provided through the State Budget Act and through a Community Development Block Grant, as follows:

PUBLIC SAFETY

BUDGET AND FINANCE

JAN 11 2002

S201	Personnel Services	$ 807,433
S202	Contractual Services	476,000
S203	Operating Expenses	16,567
		$ 1,300,000

3. Transfer $807,433 from Fund No. 664, Department 46, Account No. S201, as follows:

General Fund 100, Department 70 Police Department, Salaries Sworn, Account 1012	$ 388,052
General Fund 100, Department 70 Police Department, Overtime, Account 1092	99,000
General Fund 100, Department 12 City Attorney, Salaries General Account 1010	270,381
General Fund 100, Department 46 Office of the Mayor, Salaries Grant Reimbursed, Account 1020	50,000
	$ 807,433

Transfer cash to Fund No. 100, Departments 12, 46, and 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

4. Resolve that employment authority is approved in the Los Angeles Police Department for the period of July 1, 2001, through June 30, 2002 for the following positions:

No.	Code	Classification
4	2227-2	Sergeant II
2	2223-2	Detective II
1	2223-3	Detective III
7		

5. Authorize the Mayor to execute the Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles for the period of July 1, 2001, to June 30, 2002, for a total of $1,180,725 ($241,143 for the Sheriff's Department, $480,000 for the District Attorney, and $459,582 for the Probation Department) with funding through the State Budget Act FY01-02, a Community Development Block Grant, and rollover funding from previous CLEAR Programs, subject to the approval of the City Attorney as to form and legality;

6. Authorize the Mayor to execute the contract between the City of Los Angeles and Hathaway Children's Services for the period of July 1, 2001, to June 30, 2002, for a total of $20,000, subject to the approval of the City Attorney as to form and legality;

7. Authorize the Mayor to execute the contract between the City of Los Angeles and Lodestar Management Services, Inc., for the period of July 1, 2001, to June 30, 2002, for a total of $25,000, subject to the approval of the City Attorney as to form and legality.

FISCAL IMPACT STATEMENT

The total cost of funding the CLEAR as requested would be $2,033,158. This includes $807,433 for City salaries, $1,180,725 for County funding through the MOA, and $45,000 for two contracts. The City expects to be able to use $2,049,725 for funding. This includes $1,000,000 from the State Budget, $300,000 from the Community Development Block Grant, and $749,725 in CLEAR Program rollover funds. While this funding will fully cover the costs identified by the Mayor's Office of Criminal Justice Planning report, the actual cost of funding the CLEAR Program for the City would be greater.

The approximate cost for salaries in the Police Department would be $595,000. Since the proposed funding would reimburse the City for $388,052 the balance would be $206,948. The total salary cost was included in the Police Department's salary base for Fiscal Year 2001-2002 and there will therefore be no additional General Fund obligation. The approximate cost for salaries in the City Attorney's Office would be $585,000. The proposed funding would reimburse the City for $270,381 and the remaining $314,619 would be a General Fund Obligation.

DISCUSSION

1. **Basis for Report**. The Mayor's Office of Criminal Justice Planning (OCJP) has prepared a request to implement the fifth year of the CLEAR program. On December 7, 2001, the Mayor's Office requested the Office of the City Administrative Officer prepare a report for the Mayor and the City Council regarding the request.

2. **Background**. The CLEAR Program is a City/County partnership to combat gang violence in Los Angeles. City participants include the Police Department, the City Attorney's Office, the Mayor's Office, and City Council Offices. In the County, participants include the Sheriffs Department, the Probation Department, the District Attorney's Office, and the County Board of Supervisors. Community residents and stakeholders are also involved in the program. Sites have been selected and added over the years in an attempt to target specific areas that have gang activity. Currently, the CLEAR Program targets six sites: Northeast, Foothill, Pacific, Devonshire, Newton, and the Sheriff's Century Station.

   There are several elements to the CLEAR program model. The Police Department deploys officers to address visible gang activity in the affected neighborhood. The Sheriffs Department focuses on the resolution of homicides committed by gang members and on visible gang activity. Probation Department officers participate in special operations and ensure that gang members receive appropriate conditions of probation. The District and City Attorneys cross-designate deputies to prosecute gang members in the targeted areas. Through a Community Impact Team community members and law enforcement work together on local priorities and strategies and try to break the "wall of silence" that is often seen in communities with substantial gang activity. Finally, the CLEAR team coordinates with local intervention and prevention programs to re-direct youth who are at risk for gang affiliation.

3. **Memorandum of Agreement**. The OCJP has requested the approval for the Memorandum of Agreement (MOA) between the City and the County. The City, as the grant recipient, is designated as the fiscal agent, and the County will submit invoices to be reimbursed for services rendered for the CLEAR Program. The total payments from the City to the County through the MOA would be $1,180,725. Specifically, the funding in the MOA includes $241,143 for the Sheriff's Department, $480,000 for the District Attorney, and $459,582 for the Probation Department. The County would provide quarterly project status reports to the City including the project's status and accomplishments, a description of outstanding issues and potential resolutions, and planned work. The OCJP will administer this MOA.

4. **Contract with Hathaway Children's Services**. The OCJP has requested approval of a contract between the City and Hathaway Children's Services. Similar to prior contracts with Hathaway through the CLEAR Program, Hathaway would provide counseling and case management to designated CLEAR cases. The contract would be for $20,000 and the term would be from July 1, 2001, to June 30, 2002. The contract includes salary and benefits for one full time Caseworker for six months. The contract, as drafted, is consistent with the City's contracting

requirements. Based on a determination by the CAO's Contract Compliance Division, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, the Equal Benefits Ordinance, and the Contractor Responsibility Ordinance. The OCJP will administer this contract.

5. **Contract with Loadstar Management / Research, Inc.** The OCJP has requested approval of a contract between the City and Loadstar Management / Research, Inc. Similar to prior contracts with Loadstar through the CLEAR Program, Loadstar would provide evaluation services as well as any additional reports requested by the Program's Executive Steering Committee, the State, and the OCJP. The contract, as drafted, is consistent with the City's contracting requirements. Based on a determination by the CAO's Contract Compliance Division, this includes the Living Wage Ordinance, the Service Worker Retention Ordinance, the Equal Benefits Ordinance, and the Contractor Responsibility Ordinance. The OCJP will administer this contract.

6. **Distribution of Funds within City**. The OCJP has proposed establishing a new appropriation account within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund 664 called Personnel Services. Of the available funding, $807,433 would be placed in that account to be appropriated to partially offset the costs of salaries in the Police Department, City Attorney's Office, and the Mayor's Office.

   Currently, according to the Police Department, there are seven positions dedicated to administering the CLEAR program. There are four Sergeant II positions, two Detective II positions, and one Detective III position. According to the proposal, the Police Department would receive $388,052 for sworn salaries and $99,000 for overtime. The actual total cost for sworn salaries is approximately $595,000.

   During Fiscal Year 2000-01 the positions were not granted resolution authority. The Department, however, is fully employed department-wide for Detective II, III and Sergeant II positions, and resolution authority is necessary to avoid over-employment. Therefore, resolution authority is appropriate at this time. Further, because none of these positions is new, the cost of the sworn salaries is already calculated as part of the salary base used to determine the appropriation to the Salary Account.

   The OCJP also requests that $270,381 be transferred to the City Attorney's Office Salaries General Account to partially fund the positions that are dedicated to CLEAR. The City Attorney's Office currently has 7 positions to staff CLEAR. The positions include four Deputy City Attorney II, one Deputy City Attorney III, one Deputy City Attorney IV, and one Legal Assistant. The total cost of these positions is approximately $585,000. This cost will be partially offset by the grant.

   Finally, $50,000 would be transferred to the Mayor's Office to reimburse them for the costs of administering the Program and the grant.

7. **Sources of Funds**. The OCJP proposes using funds from a variety of sources totaling $2,049,725. The OJCP proposes accepting a grant of $1,000,000 through the State Budget from Fiscal Year 2001-02, using $749,725 of rollover funding from CLEAR's prior budgets, and $300,000 of Community Development Block Grant funding (C.F. 01-0012). The OCJP will continue to try to identify potential sources of additional funding for the Program.

Jacob W. Wexler
Management Assistant

APPROVED

Assistant City Administrative Officer

WTF:JWW:vnn:38722c

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

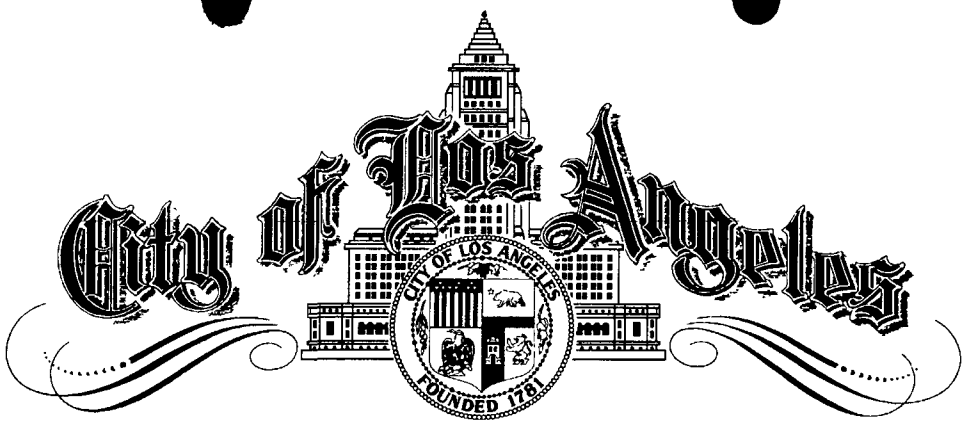
December 13, 2001

PUBLIC SAFETY COMMITTEE

In accordance with Council Rules, communication from the Mayor relative to acceptance of the Community Law Enforcement and Recovery Program Funding through the State Budget Act FY01-02 to continue the City/County CLEAR Anti-Gang Initiative Program, was referred on December 13, 2001, to the PUBLIC SAFETY COMMITTEE.

J. Michael Carey
City Clerk
amm

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LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

RECEIVED
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November 26, 2001

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

Re: Acceptance of the Community Law Enforcement and Recovery Program Funding through the State Budget Act FY01-02 to continue the City/County CLEAR (Community Law Enforcement and Recovery) Anti-Gang Initiative Program: Council File No. 95-1812 S-1

Contact: Kathleen O'Leary Lefferman x8-0710

Approval is requested herewith by the City Council for funding of $1 million through the State Budget FY01-02 to implement year five of the City/County CLEAR (Community Law Enforcement and Recovery) Program. This funding will continue this unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police and Sheriff's Departments, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders. Initially **CLEAR** targeted northeastern L.A. City and the First Supervisorial District of L.A. County. Year II funding under AB853 and the Local Law Enforcement Block Grant allowed this effort to continue in Northeast and be expanded to two other gang "hot spots" within Foothill and Pacific Areas. Year III funding allowed CLEAR to continue in Northeast, Foothill and Pacific, expand to another gang hot spot in the eastern section of Devonshire Area, and launch a major Task Force against two of the City's most dangerous gangs. These street gangs are responsible for ongoing violence and community intimidation in South Los Angeles and Newton Area, and the County communities bordering these areas (Century Station). Year IV funding allowed the CLEAR Program to continue in its current six sites (Northeast, Foothill, Pacific, Devonshire, Newton and the Sheriff's Century Station).

PUBLIC SAFETY

DEC 10 2001

In the **CLEAR** model: the LAPD deploys officers to address visible gang activity in the affected neighborhood; the LASD focuses on the resolution of homicides committed by gang members and on visible gang activity; Probation officers participate in special operations and ensure that gang members receive appropriate conditions of probation; the DA and CA cross designate deputies to vigorously prosecute gang members in the target area; and a Community Impact Team in which community members and law enforcement work together on local priorities and strategies and to break the "wall of silence" that is so often seen in gang-ridden communities. The CLEAR Team also coordinates with local intervention and prevention programs (such as L.A. Bridges) to re-direct youth at risk for gang affiliation.

Transmitted also for consideration by City Council is a Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles to provide for the implementation of the **CLEAR** Program. The MOA describes an Agreement between the City of Los Angeles and three County Departments, specifically the District Attorney's Office, the Sheriff's Department and the Probation Department. The combined funding of **$1,180,725** for these three entities is included in the $1,000,000 of State funding, $300,000 from the City's Community Development Block Grant (approved by Council in October 2001), and $749,725 of "rollover" funding from CLEAR's prior budgets. Specifically, the funding of $1,180,725 in the MOA includes $241,143 for the Sheriff's Department, $480,000 for the District Attorney and $459,582 for the Probation Department.

Transmitted also for consideration by City Council is a Statement of Work and Contract for **$25,000** with Lodestar Management Services, Inc. for ongoing evaluation of the CLEAR Program.

Transmitted also for consideration by City Council is Statement of Work and Contract with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This Contract for **$20,000** includes salary and benefits for one full-time Caseworker (for six months).

IT IS THEREFORE REQUESTED that the City Council and the Mayor:

(1) **ACCEPT** funding in the amount of $1,000,000 under the State Budget Act FY01-02 to conduct the CLEAR Program, subject to the approval of the City Attorney as to form and legality.

(2) **REQUEST** the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, for funding provided through the State Budget Act, as follows:

S201 - Personnel Services	$807,433

S202 - Contractual Services	$476,000
S203 – Operating Expenses	$16,567
	$1,300,000

(3) **TRANSFER** $807,433 from Fund 664, Department 46, Account S201, as follows:

GENERAL FUND 100, DEPARTMENT 70

Police Dept., Salaries Sworn, Account 1012	$388,052
Police Dept., Overtime, Account 1092	$99,000

GENERAL FUND 100, DEPARTMENT 46

Office of the Mayor, Salaries Grant Reimbursed, Account 1020	$50,000

GENERAL FUND 100, DEPARTMENT 12

City Attorney, Salaries General Account No. 1010	$270,381

Transfer cash to Fund No. 100, Departments 12, 46 and 70, on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(4) **RESOLVE** that employment authority is approved in the Los Angeles Police Department for the period July 1, 2001 through June 30, 2002:

NO.	CODE	CLASSIFICATION
4	2227-2	Sergeant II
3	2223-2	Detective II

(5) **APPROVE** the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2001 to June 30, 2002, for a total of **$1,180,725**, with funding through the State Budget Act FY01-02 ($241,143 for the Sheriff's Department, $480,000 for the District Attorney, and $459,582 for the Probation Department); authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality.

(6) **APPROVE** the Contract between the City of Los Angeles and Hathaway

Children's Services for the period July 1, 2001 to June 30, 2002 for a total of **$20,000**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

(7) **APPROVE** the Contract between the City of Los Angeles and Lodestar Management Services, Inc. for the period July 1, 2001 to June 30, 2002 for a total of **$25,000**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

Very truly yours,

JAMES K. HAHN
Mayor

JKH:KOL:dlo

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, in December 2001, the Council of the City accepted funding through the State Budget Act FY2001-02, and in October 2001, the Council approved funding through the Community Development Block Grant, for the development and implementation of the **Community Law Enforcement and Recovery (CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Gang Intervention Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon July 1, 2001 and shall expire on June 30, 2002, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department, respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of $1,180,725 (funding through the State Budget Act FY2001-02 and through the City's Community Development Block Grant (CDBG), of which $241,143 is for the Sheriff's Department, $480,000 is for the District Attorney, and $459,582 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit B.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Kathleen O'Leary Lefferman, Director (Acting)
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Kathleen O'Leary Lefferman, Director (Acting)
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

For the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation

Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Janet Moore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District Attorney's Office

Captain Willie Miller, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or her designee:

Kathleen O'Leary Lefferman, Director (Acting)
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change, which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and

executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change which affects the scope of work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with

claims and lawsuits for damages or worker's compensation benefits relating to the indemnifying party and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to indemnifying party and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g. City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the

date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Chief Probation Officer, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____, 2001

By _____
Lee Baca
Sheriff

Date: _____, 2001

By _____
Richard Shumsky
Chief Probation Officer

Date: _____, 2001

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____, 2001

CITY OF LOS ANGELES
a municipal corporation

By _____
JAMES K. HAHN
Mayor

Date: _____, 2001

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____, 2001

ROCKARD J. DELGADILLO
City Attorney

By _____
Assistant City Attorney

Date: _____, 2001

EXHIBIT A

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

The **Community Law Enforcement and Recovery (CLEAR)** Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department (LAPD), the Sheriff's Department, Probation, City Attorney, District Attorney, Mayor's, Council and Supervisorial Offices, and community stakeholders. CLEAR first targeted the violent Avenues gang, in northeastern Los Angeles, and in its second year (funded with State support through AB853 and the Local Law Enforcement Block Grant), expanded to two additional sites, in Pacific and Foothill Areas. During the time CLEAR was "on the streets" in northeast L.A., gang-related violent crime decreased by 39% in the targeted area, and by 35% in the surrounding neighborhoods, compared to 9% in the balance of Northeast.

In its third year, CLEAR continued in the original three sites, expanded to the volatile "Witch's Hat" in Devonshire Area, and developed a major Task Force against the Florencia 13 and the 38th Street gangs, which are responsible for violence and community intimidation in the LAPD's 77th Street and Newton areas, and the County communities bordering these areas. In years four and five (current year), CLEAR is continuing in all its sites.

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

EXHIBIT B

CLEAR V BUDGET (6 months)

	LAPD		CITY ATTY		LASD		DA		PROBATION	TOTAL
Northeast	20,000						70,000		71,401	161,401
Foothill	106,300		45,152				100,000		71,369	322,821
Pacific	64,318						65,000		69,513	198,831
WH/Devonshire	106,300		56,829				100,000		71,369	334,498
Century					241,143				69,388	310,531
Newton/38th St	106,300		45,152				65,000		10,542	226,994
South Central										0
Parole										0
Unsolved Homicide										0
Supp/Coord	10,782		72,867						16,000	99,649
TOTAL	$414,000		$220,000		$241,143		400,000		$379,582	
Evaluation										25,000
Caseworker										20,000
Mayor/monitor									TOTAL	1,699,725
										50,000
									TOTAL	1,749,725

EXHIBIT B

CLEAR V BUDGET (2 months)

	LAPD		CITY ATTY		LASD		DA		PROBATION	TOTAL
NORTHEAST	20,000		15,000				20,000		20,000	75,000
FOOTHILL	20,000		15,000				20,000		20,000	75,000
DEVONSHIRE	20,000		15,000				20,000		20,000	75,000
NEWTON	20,000		15,000				20,000		20,000	75,000
Total	80,000		60,000				80,000		80,000	
									TOTAL	300,000

PROFESSIONAL SERVICES AGREEMENT

Contractor: LODESTAR MANAGEMENT/RESEARCH, INC.

Title: CLEAR V EVALUATION

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LODESTAR MANAGEMENT/RESEARCH, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and , hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Mayor's Criminal Justice Planning Office, hereinafter called the CJPO, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the CJPO 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, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded by the City of Los Angeles through the State Budget Act FY2001-02 in the amount of $1,000,000 which has been approved by the Los Angeles City Council and the Mayor (C.F. No._____) adopted _____; and

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

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as Lodestar Management/Research, Inc. having its principal office at 315 West Ninth Street, Suite 401, Los Angeles, CA 90015.

§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:

Kathleen O'Leary Lefferman, Director (Acting)
Mayor's Criminal Justice Planning Office
200 North Spring Street, Room M175
Los Angeles, California 90012

2. The representative of the Contractor shall be:

Lodestar Management/Research, Inc.
Morgan Lyons, Ph.D.
315 West Ninth Street, Suite 401
Los Angeles, CA 90015

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 §416C of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §416D of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

D. A Certificate Regarding Compliance with the Americans with Disabilities Act in accordance with §416E of this Agreement and attached hereto as Exhibit D and made a part hereof.

E. A Certificate Regarding Compliance With the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles in accordance with Section 419 of this Agreement and attached hereto as Exhibit E and made a part hereof. The Service Contract Worker Retention Ordinance is not applicable to Agreements funded by the Department of Justice.

F. A Certification Of Compliance With Child Support Obligations in accordance with Section 416.L of this Agreement and attached hereto as Exhibit F and made a part hereof.

G. A Notice of Prohibition Against Retaliation in accordance with Section 419 of this Agreement and attached hereto as Exhibit G and made a part hereof.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2001 and end June 30, 2002 (or until such later time as State funds are available for this particular project) 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 contractual services which are supported by the attached Statement of Work, incorporated herein by reference (Exhibit L). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor is to work with CJPO, and the Community Law Enforcement and Recovery (CLEAR) Program representatives from the Los Angeles County Probation Department, Los Angeles Police Department, Los Angeles City Attorney, Los Angeles District Attorney and the Sheriff's Department. The Contractor is to provide evaluation services to the project (as described in Exhibit L, Statement of Work). In addition, Contractor shall provide any additional reports and information on program activities and results as requested by the Executive Steering Committee, the State of California and CJPO.

It is expressly understood and agreed that City will retain ultimate control of and responsibility for the Grant Award project, including contract administration by CJPO, and the Contractor agrees to be bound by the terms and conditions of the Statement of Work applicable to City in the conduct of the project.

§203. Confidentiality of Information

All Contractor proprietary information, including software, file structures, documentation, algorithms and related software concepts, except as otherwise provided herein, shall not be disclosed by the City in any manner without the written permission of the Contractor.

A. General

Contractor and its employees, consultants and subcontractors may, in the course of the work, gain access to "Criminal History Information". Accordingly, Contractor shall document that it has provided each of its employees and subcontractors who provide services at City facilities, or who access the FDC System, with the provisions of the Crime Control Act of 1973.

Contractor shall implement reasonable and prudent measures to keep secure and private criminal history information, as defined in the Crime Control Act of 1973, accessed by its employees or subcontractors during the performance of this Agreement.

B. Crime Control Act of 1973

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance.

The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of assistance of Contractor or subcontractor under provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this Title. Copies of such information shall be immune from legal process, and shall not without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings.

All criminal history information collected, stored or disseminated through support under this title shall contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor shall assure that the security

and privacy of all information is adequately provided for and that information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete or maintained in violation of this Title, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524C of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Article, or of any rule, regulation or other issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $25,000, to be paid monthly. The foregoing payment represents the total compensation paid by City to Contractor for services to be performed as designated by this Agreement. The City shall make an advance payment of $6,250 to Contractor upon execution of contract. Contractor shall furnish such supporting documentation, as requested by CJPO, at such time as so requested, showing expenditure of said $6,250, or any part thereof. Disbursement of any additional funds by City to Contractor under this Contract shall be contingent upon receipt of such funds by City from the State, unless City, at its own option, decides to make any additional disbursement. Should funds not be made available due to State's failure to provide such funds to City, the City may immediately terminate all obligations hereunder. Upon termination of this Contract, Contractor shall return to City all unexpended funds.

B. Each monthly invoice shall be accompanied by a statement detailing the work completed for the month. Funds shall not be released until the City has approved the work received from the Contractor for each invoice period. The monthly payments to Contractor will thereafter be made upon submission of detailed invoices after the initial advance as follows:

   I. An original invoice, on the Contractor's letterhead and signed by the Project Director and/or Fiscal Manager of the Contractor will be delivered to the

authorized representative of the City within fifteen (15) calendar days after the last day of the preceding monthly period. The original invoice will have attached to it copies of the receipts which support the requested reimbursement.

II. The receipts will be arranged by category (i.e., personal services, benefits, consultant contracts, operating expenses, etc.) and by vendor and stapled together along with an adding machine tape that reflects the total of the receipts for that category. This total will correspond to the category total on the invoice. This procedure will allow for prompt review by the City authorized representative and payment for approved items will be made. All purchases by Contractor shall be in accordance with the procurement requirements of the DOJ and the State of California.

III. City payments to the Contractor will be paid only after the work has been approved and if the invoices are satisfactory to CJPO. City may require an audit before any payment is made. In the event payment of an invoice is in question, the City will notify the Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval.

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.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status 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 CRF Part 60).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $500 but not more than $5,000, 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 $5,000, 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.

Any subcontract entered into by the Contractor relating to this Agreement, to

the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Claims for Labor and Materials

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

§410. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

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

§412. Indemnification

Except for the active negligence or willful misconduct of City, 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 and cost of litigation, damage 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 Agreement by the Contractor or its subcontractors of any tier.

§413. Insurance

A. General Conditions

During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on Exhibit A hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The City, its Boards, Officers, Agents and Employees shall be included as:

a. Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b. Named Insureds in all required Owners and Contractors Protective Liability insurance.

c. Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The City need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

Contractor's insurance shall not call on City's program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Attorney, Bonds and Insurance
201 N. Figueroa, 14th Floor
Los Angeles, CA 90012
Attention: Ronald M. Sanchez, Legal Assistant

It is understood, however, that such notice to the City shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language that complies with the preceding subparagraphs 1 through 6.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from Contractor's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed,

however, new evidence as specified in the foregoing paragraphs 1 through 8 must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in Contractor's best judgement may diminish the protection such insurance affords City. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. (See Paragraph I herein.)

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by City upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs or retentions must provide City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

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

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement 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.

F. Underlying Insurance

Contractor shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect Contractor's and City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

G. Worker's Compensation

By signing this agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to

undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

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

H. Typical Coverages Required

The coverages required in the foregoing Paragraph A., shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

2. Automobile Liability: Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Exhibit A, Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: $1,000,000 per occurrence.

§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 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 S87100 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 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, and 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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. 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.

§416. Compliance with Statutes and Regulations

A. The Contractor, in the performance of this Agreement, 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, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, and the Family Economic Security Act (FESA) California Unemployment Insurance Code §1500 et seq., as well as applicable Office of Management and Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act. P.L. 98-502 and the implementing OMB Circulars, City Council action dated February 4, 1987 (C.F. No. 84-2259-S1), and any administrative regulation or field memos implementing the Act.

C. Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify accordingly.

D. Contractor and its subcontractors are prohibited from using federally appropriated funds for the purpose of 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 the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Contractor shall comply with the Americans With Disabilities Act (ADA). Contractor shall complete and submit to the City the ADA Certification Regarding Compliance attached hereto as Exhibit D.

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

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

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

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

J. Contractor agrees to comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include

but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

K. Contractor shall comply with the Copeland Anti-Kick Back Act 18 USC 874, Davis-Bacon Act, 40 USC 276 a et seq., Contract Work Hours and Safety Standards Act (40.327-333), Clean Air Act, 42 USC 1857, Clean Water Act, 33 USC 1368, Federal Water Pollution Control Act 33 USC 1251, et seq., and the Environmental Protection Agency Regulations 40 CFR, Part 15 and Executive Order 11738.

L. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit H as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

M. Contractor assures that all of its purchased hardware, software and other computer-related products and/or services purchased under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, Year 2000, and leap year calculations to the extent that other information technology used in combination is compatible. Contractor shall require from its vendors written confirmation that the products and/or services are Year 2000 compliant.

§417. 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.

§418. Inventions, Patents and Copyrights

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grantor. Unless there is a prior agreement between the City and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the invention or discovery. The Grantor and its

representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy

1. Unless otherwise provided in the terms of the grant or Agreement, when copyright-able material is developed in the course of or under a grant or agreement, the author and the City which developed the work is free to copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

2. The Grantor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under any grant, subgrant, or contract under a grant or subgrant; and

   b. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

§419. Living Wage Ordinance

Service Contract Worker Retention and Living Wage Policy

A. This contract is subject to the applicable provisions of the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code in accordance with the Certification attached hereto as Exhibit E and incorporated herein by this reference. The Ordinances require that, unless specific exemptions apply, as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City

and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars ($25,000) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor contractor for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, earning less than Fifteen Dollars ($15.00) per hour in salary or wage, as provided for in the SCWRO;

2. Payment of a minimum initial wage rate to employees as defined in the LWO of Seven Dollars and Fifty One Cents ($7.51) per hour with health benefits of at least One Dollar and Twenty Five Cents ($1.25) per hour; or, otherwise, Eight Dollars and Seventy Six Cents ($8.76) per hour to be adjusted each July 1;

3. Provision for at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employees' request, and at least ten (10) additional days per year of uncompensated time off for sick leave.

4. 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 such 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 the Contractor with respect to such pledges and fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

5. The 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 practice 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, which is attached hereto as Exhibit H and made a part hereof, in a conspicuous place.

6. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder shall be subject to the provisions of Section 419 and shall incorporate the provisions of the LWO and the SCWRO.

7. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor, lessee, licensee, or financial assistance recipient violated the provisions of the referenced code sections.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the 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 awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the 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 there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The 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. Earned Income Tax Credit

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

§420 Child Support Assignment Orders

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit G as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

§421 Burma Contracting Policy

This Contract is subject to the policy of the City of Los Angeles regarding Burma contracting: Section 10.38, Et. Seq., Chapter 1, Division 10 of the Los Angeles Administrative Code. Contractor has completed the Certification Regarding Compliance with Burma which is attached hereto as an exhibit and incorporated herein by this reference. The policy restricts the City from contracting for goods and services with persons or entities doing business in or with Burma (Myanmar).

§422 Equal Benefits Ordinance

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

    1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and Research Services, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. 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 Office of the Administrative and

Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services, that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Not withstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the 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.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension

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

A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate

status, declaration of bankruptcy, etc.), Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

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

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty nine (29) pages and fourteen (14) 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 AND LEGALITY:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Deputy/Assistant City Attorney

ATTEST:

J. MICHAEL CAREY, City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate Seal or Notary)

Executed this _____ day of _____, 2001

For: THE CITY OF LOS ANGELES

By: _____
JAMES K. HAHN, Mayor

Executed this _____ day of _____, 2001

For: LODESTAR MANAGEMENT/ RESEARCH SERVICES

By: _____
MORGAN LYONS, Ph.D.

Its: _____

ATTEST:

By: _____
Title: _____

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number: _____
Date of Approval _____
Said Agreement is Number _____ of City Contracts

Form Gen 146 IR (Rev 4/00)

EXHIBIT A

INSURANCE REQUIREMENTS

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

_____ Workers' Compensation (Statutory Limit/Employer's Liability) $ _____

☐ Waiver of Subrogation ☐ Longshore & Harbor Workers
☐ Jones Act

_____ General Liability _____ $ _____

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

_____

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

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

_____ Professional Liability (Errors and Omissions) $ _____

☐ Discovery Period _____

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

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

_____ Pollution Liability $ _____

☐ _____
☐ _____

_____ Fidelity Bond _____ Surety Bond _____ Crime Insurance $ _____

Other: _____ $ _____
_____ _____ $ _____

Notes: _____

Form Gen 133
Rev 1/00

Submitting Proof of Insurance to the City of Los Angeles

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

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

NAME
CITY AGENCY
ADDRESS

TEL FAX

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.

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

3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

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

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

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

POLICY CONDITIONS

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

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

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

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

PROCEDURES

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

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 7 through 10 of this information sheet.

COVERAGE INFORMATION

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

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

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

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

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

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

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

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

Insured _____ Date _____
(Contractor, Lessee, Permittee, etc.)

Agreement/Reference No. _____

A. **INSURED**

1. In order to reduce problems and time delays in providing evidence of insurance to the City of Los Angeles, you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet (Form Gen. 146) along with these instructions/endorsement forms for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

B. **INSURANCE AGENT OR BROKER**

1. The appropriate Endorsement Form shall be used. No changes in the terms of the attached Endorsement Forms will be permitted. Certificates of Insurance alone will not be accepted by the City of Los Angeles.
2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific City of Los Angeles contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form.
10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

    _____

    _____

    _____

    _____

11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. **DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSUREDS INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE CITY OF LOS ANGELES.**
13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

WORKERS' COMPENSATION SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 137/WC (7/92)

SUBMIT IN DUPLICATE

1 ENDORSEMENT NO	2 ISSUE DATE (MM/DD/YY)

3 PRODUCER

Telephone ( )

4 NAMED INSURED

5 POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period

6 **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered

CITY AGREEMENTS/PERMITS

7. TYPE OF INSURANCE

WORKERS' COMPENSATION

8. COVERAGES

	LIABILITY LIMITS IN THOUSANDS $
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	STATUTORY
	$ (EACH ACCIDENT)
	$ (DISEASE-POLICY LIMIT)
	$ (DISEASE-EACH EMPLOYEE)

9 Includes (check as applicable)

☐ Waiver of Subrogation against the City.

☐ Broad Form All States Endorsement

☐ _____

10 OTHER PROVISIONS (Optional Description of premises, operations, pertinent exclusions, special conditions, etc.)

11 CITY ATTORNEY APPROVAL (For City Attorney use only)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

13 CITY DEPARTMENT/BUREAU

14. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 135 GL (R 10-91)

SUBMIT IN DUPLICATE

1 ENDORSEMENT NO.	2 ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION.

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made

Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

6. ☐ Deductible ☐ Self-Insured Retention (check which) of $ _____

with a stop loss cap of $ _____ applies to _____ (which) coverage ☐ Per Occurrence ☐ Per Claim.

7. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered.

CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

GENERAL LIABILITY (check one)

☐ COMMERCIAL GENERAL LIABILITY _____ (RETROACTIVE DATE)

☐ COMPREHENSIVE FORM (1973 OCCURRENCE)

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ PREMISES/OPERATIONS		
☐ UNDERGROUND & COLLAPSE HAZARD		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ CONTRACTUAL		
☐ INDEPENDENT CONTRACTORS		
☐ _____		
☐ _____		

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

11. CLAIMS. Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **ADDITIONAL INSURED.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **SEPARATION OF INSUREDS.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen. 134/AU (R.10/91)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO	2 ISSUE DATE (MM/DD/YY)

3 PRODUCER

Telephone

4 NAMED INSURED

5. POLICY INFORMATION

Carrier.

Policy No .

Policy Period ☐ Check here if policy is continuous until cancelled

6. ☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ applies to liability coverage

7 **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

AUTOMOBILE LIABILITY

9. COVERAGES	10 LIABILITY LIMITS IN THOUSANDS $	
ANY AUTO	BODILY INJURY (PER PERSON)	$
ALL OWNED AUTOS (PRIV PASS)		
ALL OWNED AUTOS (OTHER THAN PRIV PASS)	BODILY INJURY (PER ACCIDENT)	$
HIRED AUTOS		
NON-OWNED AUTOS	PROPERTY DAMAGE	$
GARAGE LIABILITY		
_____	BI & PD COMBINED	$
_____		

11 OTHER PROVISIONS (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

12 CLAIMS Underwriter's representative for claims pursuant to this insurance

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

13 **ADDITIONAL INTEREST.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.

14. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

15 **SEPARATION OF INSUREDS.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included

16. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT-HOLDER

17 CITY DEPARTMENT/BUREAU

18. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 140/PL (7/92)

SUBMIT IN DUPLICATE

1 ENDORSEMENT NO	2 ISSUE DATE (MM/DD/YY)

3 PRODUCER

Telephone

5 TYPE OF INSURANCE Errors and Omissions

6 POLICY INFORMATION

Insurer

Policy No

Policy Period

Retroactive Date

Extended Discovery Period

4 NAMED INSURED

7 ___ Deductible ___ Self-insured Retention of $ _____

with a stop-loss cap of $ _____ applies to each claim

8 Liability Limits (in thousands of dollars)

EACH CLAIM	EACH OCCURRENCE	AGGREGATE
$	$	$

9 Nature of Professional Services Insured

10 **APPLICABILITY.** This insurance pertains to the following specific City Contracts or Projects

In addition this insurance applies to all other written agreements in force between the insured and the City unless checked here _____ in which case coverage is restricted to only the above-mentioned agreements

11 OTHER PROVISIONS

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows

12 **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall apply also to the liability assumed by the Insured under the contract with the City of Los Angeles as noted in item 9 above, provided that such liability results from an error, omission or negligent act of the insured.

13 **SUBCONTRACTORS.** This coverage ___ does ___ does not extend to subcontractors of the Named Insured under the contract with the City of Los Angeles

14 **SERVICE OF SUIT.** The underwriters will submit as necessary to any court of competent jurisdiction in California and all matters arising thereunder will be determined in accordance with the law and practice of such court. Service of process may be made upon the California Insurance Commissioner 600 South Commonwealth Avenue, Los Angeles, CA 90005 or upon. _____ _____ The above-named are authorized and directed to accept service of process on behalf of the Insurer as its true and lawful attorney and to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event that any action, suit or proceeding shall be instituted

15 **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election Notice will be made by receipted delivery addressed as follows CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168 It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached

ENDORSEMENT-HOLDER

16 CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned underwriters and by my signature hereon do so bind them to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone ( ) Date Signed _____

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 _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document. the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies. including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered. if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred." "suspended." "ineligible," "lower tier covered transaction," "participant." "person." "primary covered transaction," "principal," "proposal," and "voluntarily excluded." as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred. suspended, declared ineligible. or voluntarily excluded from participation in this covered transaction. unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension. Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions." without modification. in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to. check the List of Parties Excluded from Procurement or Non-Procurement Programs.

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 that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will 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.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

Exhibit E

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of $25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances.

During the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees under the agreement (including employees of subcontractors) within 10 days after execution. The list of employees shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the Office of Administrative and Research Services within 90 days of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

The contractor, lessee, licensee, or City financial assistance recipient further agrees:

(a) To pay covered employees a wage no less than the minimum initial compensation of $7.72 per hour (adjusted July 1, 2000) with health benefits, as referred to in (c) below, or otherwise $8.97 per hour (adjusted July 1, 2000), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1.
(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3);
(c) Where so elected under (a) above, to pay at least $1.25 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
(d) To inform employees making less than $12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
(e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
(f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

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

Check box only if applicable: ☐ I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City agreement.

Company Name	Signature of Officer or Authorized Representative
Company Address and Phone Number	Type or Print Name and Title

Date	Contract Number	Awarding City Department	Type of Service

AWARDING AUTHORITY

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Mail Stop 132 - Room 606
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE

AWARDING AUTHORITY REQUEST FOR NON-COVERAGE OR EXEMPTION

Company Name:_____ Phone:_____
Company Address:_____
City:_____ State:_____ Zip:_____
Contract Number (if any):_____
Contract Term:_____
Dollar Amount:_____
Type of Service:_____

Please list the reason for non-coverage or exemption. Cite specific Code section(s) and subsection(s). Attach additional sheets as necessary:

_____
_____
_____
_____
_____

Please attach this form and any documentation that supports your claim for non-coverage or exemption and submit to the above referenced address.
Approval of this application exempts only the listed contractor from the Living Wage Ordinance during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor.

Name of contact person:_____ Title:_____

Department:_____ Phone:_____

Signature:_____ Date:_____

FOR OARS USE ONLY	
Approved: _____	**Not Approved (See Attached):** _____
Analyst: _____	**Date:** _____

Form OARS/LW-2, Rev. 7/6/00

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO,** LAAC 10.37.11.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and who claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker**, shall be exempt as to all employees, except child care workers, LAAC 10.37.1(g).
   Example: L.A. Conservation Corps.

8. **Proprietary lessee or licensee having annual gross revenue of less than $207,464 (adjusted July 1, 2000) and no more than a total of seven employees**, LAAC 10.37.1(i).
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers,** LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

City of Los Angeles
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

Name of Prime Contractor:_____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of Administrative and Research Services a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

BIDDER/CONTRACTOR

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE
BIDDER/CONTRACTOR APPLICATION FOR NON-COVERAGE OR EXEMPTION

The Los Angeles Administrative Code, Sections 10.36 and 10.37 require City service contractors, subcontractors, financial assistance recipients, lessees and licensees, and sublessees and sublicensees to comply with the provisions of the Code. Contractors, lessees, et al may apply for consideration of non-coverage or exemption from the Ordinances.

Company Name:_____Phone:_____
Company Address:_____
City:_____State:_____Zip:_____
Department Awarding Contract:_____
Contract Number (if any):_____
Contract Term:_____
Dollar Amount:_____
Type of Service:_____

Please list the reason for non-coverage or exemption. Cite specific Code section(s) and subsection(s). Attach additional sheets as necessary: _____
_____
_____
_____

Please attach this form and any documentation that supports your claim for non-coverage or exemption and submit to the awarding department.

Approval of this application exempts only the listed contractor from the Living Wage Ordinance during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor.

Name of contact person:_____ Title: _____

Signature:_____ Date:_____

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved:_____**Not Approved:**_____**Date:** _____

Department Contact:_____**Phone:**_____

FOR OARS USE ONLY	
Approved: _____	**Not Approved (See Attached):**_____
Analyst:_____	**Date:**_____

Form OARS/LW-3, Rev. 7/6/00

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS
This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

_____
City/County/State

Date_____

_____
Name of Business Address

_____
Signature of Authorized Officer or Representative Print Name

_____
Title Telephone Number

CITY OF LOS ANGELES
CALIFORNIA

Exhibit G

RICHARD J. RIORDAN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

Exhibit H

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☐	☐
If YES, please attach a copy		
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	☐	☐
If YES, please check which form(s) of assistance		
Level I Assistance		
Subsidized company child care center	☐	☐
Subsidized network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers of homes)	☐	☐
Level II Assistance		
Salary setaside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a "consortium center"	☐	☐
Level III Assistance		
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donation to enhance child care program	☐	☐

Other: (Describe) _____

_____

I HAVE READ AND COMPLETED:

_____

(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space

AFFIDAVIT TO ACCOMPANY PROPOSALS

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

_____, being first duly sworn, deposes and states: That the undersigned is _____

_____ (Insert "sole owner," "a partner," "president," "secretary," or other proper title) of _____

_____
(Insert name of business entity)

who submits herewith to City of Los Angeles the attached proposal;

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdrawing its proposal;

(c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(d) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:

Subscribed and sworn to before me this _____ day of

_____, 20__

(Month)

_____
(Notary Public)

_____
(Signature)

_____
(Title)

_____
(Date)

PROPOSER WORKFORCE INFORMATION

PROPOSER'S NAME (Legal Name of proposing entity) _____

Headquarters Location of Firm: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Number of Employees Residing in the City of Los Angeles: _____

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

ORGANIZATION CORPORATE SEAL	This Proposal is submitted as a firm and fixed request valid and open for 90 days from the submission date. This proposal is genuine, and no sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer. To my knowledge this proposal does not duplicate facilities or services in the area that are funded by other sources of funds. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract supported by these funds. _____ _____ AUTHORIZED SIGNATURE & DATE _____ PRINT NAME & TITLE

GS/S-AA1 (Rev.4/94)

Exhibit K
CITY OF LOS ANGELES
PURCHASING AGENT

AFFIRMATIVE ACTION

The City of Los Angeles has an Affirmative Action Program for entities doing business with the City (Los Angeles Administrative Code, Div. 10, Chapter 1, Art. 1, Sec. 10.8). In order to comply, it is necessary that the bidder complete, sign, and return with the bid, the following: (REFER AFFIRMATIVE ACTION QUESTIONS TO THE OFFICE OF CONTRACT COMPLIANCE, AFFIRMATIVE ACTION SECTION, AT (213) 847-6480.)

On All Bids Over $500 But Not Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Equal Employment Practices. (below)
2. A Completed Equal Employment Opportunity Officer Appointment. (below)

On All Bids Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Affirmative Action Practices. (Form, below)
2. A completed Equal Employment Opportunity Officer Appointment. (below)
3. A completed Ethnic Composition of Total Work Force Report (Page A-2)
4. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements for Non-construction Contractors"). The city's plan on A-5 and A-6 is an approved plan requiring only signature of acceptance on Page A-2 along with the ethnic composition of total work force and submittal to be effective.

   Plan B. A trade association plan if the contractor is a member in good standing of the association, which has negotiated an Affirmative Action Plan with the Office of Contract Compliance.

   Plan C. The Bidder's own Affirmative Action Plan

Vendor's Suppliers (Subcontractors):

These same documents must be submitted for vendor's subcontractors who furnish over $5,000 of any contract awarded by the City. The Bidder shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the office of the Purchasing Agent.

ALL CERTIFICATES AND PLANS ARE EFFECTIVE FOR 12 MONTHS FROM DATE OF APPROVAL.

CERTIFICATION FOR ALL CONTRACTS

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The information contained herein is true and correct.
2. The Contractor has read the Equal Employment Practices printed on Page A-3 and certifies the practices will be adhered to in the performance of any contract over $500 but not over $5,000.
3. The Contractor has read the Affirmative Action Practices printed on Page A-4 and certifies the practices will be adhered to in the performance of any contract over $5,000.
4. The Contractor has appointed the Equal Employment Opportunity Officer as noted below.
5. NONDISCRIMINATION CLAUSE — The Contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, or physical handicap; and that all subcontracts awarded under this contract shall contain a like nondiscrimination clause.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that _____ is hereby
NAME OF APPOINTEE PRESENT TITLE
appointed as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at _____, ( ) _____ concerning matters
WORK LOCATION TELEPHONE
related to any affirmative actions taken by this firm to increase minority utilization in its employment.

Recyclable and made from recycled waste

ETHNIC COMPOSITION OF TOTAL WORK FORCE

Indicate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force located at _____
ADDRESS

as of _____.
DATE

EMPLOYMENT BY ETHNIC ORIGIN, OCCUPATION, AND SEX

OCCUPATIONS	Total All Employees	MALE EMPLOYEES					FEMALE EMPLOYEES					Total Minority	Percent Minority	Percent Female
			MINORITY GROUPS					MINORITY GROUPS						
		Total Males	Black	Hispanic	Asian	American Indian Aleuts	Total Females	Black	Hispanic	Asian	American Indian Aleuts			
Officials and Managers														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Skilled Craft														
Semiskilled														
Laborers (Unskilled)														
Service Workers														
Total														

(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)

Apprentices															
On-the-job Trainees	White Collar														
	Production														

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS ☐ VISUAL CHECK ☐ OTHER (Specify) _____

To accept the City's Affirmative Action Plan as its own, Vendor shall fill-in the blank forms on the above section; fill-in and sign the acceptance below; and return this sheet with its bid.

VENDOR'S ACCEPTANCE OF LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

Contractor has read the Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors on Pages A-5 and A-6 and accepts all of its requirements as its basic Affirmative Action Plan.

Date: _____ COMPANY NAME

SIGNATURE ADDRESS

NAME AND TITLE CITY, COUNTY, STATE, ZIP

PROVISIONS FOR CONTRACTS OF MORE THAN $500 BUT NOT OVER $5,000.

Equal Employment Practices

A. During the performance of this contract the contractor agrees and represents that it will provide equal employment practices; and the contractor and each subcontractor hereunder will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally, and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

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. The contractor or subcontractor agrees to post a copy of Paragraph A hereof, in conspicuous places at its place of business, and available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Board of Public Works Office of Contract Compliance, the contractor shall certify on a form to be supplied, that it has not discriminated in the performance of this contract against any employee or applicant for employment on the basis of or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its 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 this contract and, on their request, to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. 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 the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding, duly made, that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract. Such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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."

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PROVISIONS FOR CONTRACTS OF MORE THAN $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

1. This provision applies to work or services 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. The contractor or subcontractor 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. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to the awarding authority or the Office of Contract Compliance, and may be required to provide certified copies of all records pertaining to employment and employment practices, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. 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 except upon a full and fair hearing, after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made, that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the awarding authority; and all monies due or to become due hereunder may be fowarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

F.(1). In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction, that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules, regulations, and forms for the implementation of the Affirmative Action Program of this contract. Rules, regulations, and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules and regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

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 its bid is submitted, the contractor shall submit an **AFFIRMATIVE ACTION PLAN** to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward conference in order to develop, improve, or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, a plan prepared and furnished by the Office of Contract Compliance, by affixing his signature thereto.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works Office of Contract Compliance, may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade association shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract awarded for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward conference which may be required by the Board of Public Works Office of Contract Compliance, or the awarding authority shall, without limitation as to the subject or nature of employment actively, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided however, that any contract subject to this ordinance shall require the contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and

6. The entry of qualified women and minority journeymen into the industry;

7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at its discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any agency, board, or commission thereof, any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors, or suppliers engaged in the performance of City contracts.

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9 (a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as its affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless it has submitted as part of its bid a written affirmative action plan embodying both (1) goals and timetables of minority personnel utilization, (Members of "Minority Groups" include women and any person or group described by race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap) and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and time tables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and, as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas, but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category, provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	**Females**
Until further notice	21%	21%

Where work is performed outside the County of Los Angeles, the goals shall be equivalent to 50% of the minority and 50% of the female population in the vendor's geographical area (Standard Metropolitan Statistical Area (SMSA) formula) applied to each occupational category; however, the female goal shall not exceed 21%.

In the event that under a contract which is subject to these bid conditions, any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the goals for the last year shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables, or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that it shall immediately make a good faith effort to include within its employ, said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force, if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) The Contractor shall recruit and make efforts to obtain minorities through:
   (1) Advertising employment opportunities in minority community news media;
   (2) Notifying minority community organizations of employment opportunities;
   (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
   (4) Encouraging present minority employees to refer their friends and relatives;
   (5) Promoting after school and vacation employment opportunities for minority youth;
   (6) Validating all employment specifications, selection requirements, tests, etc.;
   (7) Maintaining a file of the names and addresses of each minority worker referred to the Contractor and what action it took concerning such worker; and
   (8) Notifying the appropriate awarding authority of the City in writing when a union with whom it has a collective bargaining agreement has failed to refer a minority worker to it.

(b) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

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(c) The Contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) The Contractor shall secure cooperation or compliance from the labor referral agency to its contractual affirmative action obligations.

(e) The Contractor shall establish a person at the management level of the contracting entity to be its Equal Employment Opportunity Officer; such individual to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. The Contractor shall advertise invitations for subcontractor bids in minority community news media.

b. The Contractor shall contact minority contractor organizations for referral of prospective subcontractors.

c. The Contractor shall contact any other source likely to yield qualified minority contractors and vendors.

d. The Contractor shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.

b. Establish training programs within its company and/or its association that will prepare minority employees for advancement opportunities.

c. Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all its employees, subcontractors, vendors, unions, and all others with whom it may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with its affirmative action obligations, the Contractor or subcontractor shall document its good faith effort to comply with the requirements by the following procedure:

a. The Contractor shall state the nature of the problem;

b. The Contractor shall state what it attempted to do, how, and on what date;

c. The Contractor shall state to whom its efforts were directed;

d. The Contractor shall state the response received and the date;

e. The Contractor shall state what other steps it has taken or will take to comply and when;

f. The Contractor shall state why it has been or will be unable to comply.

8. The Contractor and each of its known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of its known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or its subcontractors has failed to comply with the Affirmative Action requirements contained in the section any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

Exhibit L

Lodestar Management/Research, Inc.

SCOPE OF WORK and BUDGET

For Community Law Enforcement & Recovery (CLEAR) Program Evaluation Services
July 1, 2001 through December 31, 2001

The following tables present the Scope of Work and Budget for Lodestar evaluation services to the CLEAR program for the period July 1 through December 31, 2001. All items in the Scope of Work are continuations of work performed during the contract period of Lodestar's most recent evaluation for CLEAR, which ended June 2001. The total budget for this contract is not to exceed $25,000. Hourly rates are fixed at previous contract levels. Estimated cost per task and estimated hours per personnel may vary in the actual performance of the Scope of Work during this contract period.

TABLE 1. SCOPE OF WORK and ESTIMATED COST BY TASK

Task	Estimated Cost
Data Collection – monthly and quarterly From CLEAR sites and administrative office From LAPD DSD and LASD	$2,000
Data Analysis – ongoing Monthly activities from sites Gang and Part I crime statistics	$7,500
PowerPoint Presentation – to be delivered Jan. 2002 Slide show documenting CLEAR program and results Constructed for internal and external audiences	$3,000
Report Writing and Production – to be delivered Jan. 2002 Evaluation updates through 2001 Program history, activities and results	$4,500
Expert Review of Products – as produced Thorough content, technical and presentation critique	$500
Meetings/Presentations – 20-30 over the six-month period Regular scheduled executive meetings Special meetings with executives, administration, etc.	$3,000
Special Requests by the Executive Committee – ongoing Materials, attendance, presentations	$4,500
Total Maximum Cost:	$25,000

TABLE 2. BUDGET by PERSONNEL

Personnel	Rate/Hour	Est. Hours	Estimated Cost
Morgan Lyons, Ph.D., Director	$90	157	$14,130
Jeniffer Vallejo, Project Assistant	$43	140	$6,020
Research Associates	$48	75	$3,600
Research Assistants	$30	31	$930
Technical Quality Reviewer	$80	4	$320
Total Maximum Cost:			$25,000

CERTIFICATION REGARDING COMPLIANCE WITH THE CITY CONTRACTING POLICY ON BURMA (MYANMAR)

The undersigned certified under the penalty of perjury that:

- The Contractor/Borrower/Agency (hereafter Contractor):

  Check one:

  ____ is in compliance with and will continue to comply with the City of Los Angeles' Contracting Policy on Burma (Myanmar), Los Angeles Administrative Code (LAAC) Section 10.38 et.seq.

  ____ is not in compliance because the contractor is doing business in the following manner:

  _____ (a) is owned or owns a company that does business with Burma (Myanmar); or
  _____ (b) does business with the government or Burma (Myanmar); or
  _____ (c) does business in Burma (Myanmar) with private Businesses located there; or
  _____ (d) is an exclusive distributor of a company that does business with the government of Burma or that is located in Burma (Myanmar).

  qualifies for an exemption (See Part B)

- The contractor acknowledges that if the City determines that the Contractor was ineligible at the time of entering the agreement or later became ineligible, the City has the right to terminate the contract and/or to refuse payment for goods received or services performed under the agreement.

- This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER _____

CONTRACTOR _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

_____

SIGNATURE OF CONTRACTOR _____ DATE _____

SIGNATURE OF DEPARTMENT HEAD _____ DATE _____

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BURMA (MYANMAR) ORDINANCE EXEMPTIONS

Under Section 10.38.4 of Los Angeles Administrative Code (the Burma (Myanmar) Ordinance C.F. 97-1861), the following are the only circumstances under which contracting with persons or entities that do business in or with Burma (Myanmar) is permissible. These exemptions consist of contracts that:

- Would disqualify all, or all except for one bidder;
- Are for news publication services; international transportation services; international long distance telephone, telegraph and mail services, so long as domestic service within Burma(Myanmar) is not provided;
- Would result in a significant loss of quality or significant additional costs to the City;
- Are for purchases $500 or less;
- Are for expenses incurred by City employees while traveling on City business, except for lodging expenses;
- Are for proprietary products, copyrighted material and for replacement parts and services available only from one manufacturer for which substitutes cannot be found; and
- Are determined by the City council to be contrary to the best interests of the City, based on findings that provide the nature of the proposed contract, the interests being protected, alternatives available to the City (if any), and the manner in which granting the exemption protects the health, safety and welfare of the City's citizens, employees or treasury.

Exhibit N

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

1. **Start with the Certification of Compliance (Form CAO/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate that the benefit is not offered.

   If your company currently does not offer benefits equally to employees with spouses and employees with domestic partners, you may, on page two of the Certification Form (Form CAO/EBO-1), request one of the following by checking the appropriate box on the form:

   a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Provisional Compliance Form (Form CAO/EBO-3) and return it with the Certification of Compliance Form (Form CAO/EBO-1). You must submit supporting documentation to verify why additional time is needed.

   b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses. Complete the Reasonable Measures Form (Form CAO/EBO-2) and return it with the Certification of Compliance Form (Form CAO/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.

   c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Contractor Enforcement Section for additional information. Check the appropriate box on the Certification of Compliance Form (Form CAO/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.

2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the Certification of Compliance Form (Form CAO/EBO-1).

   If you are responding to a request for bid or proposal, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

3. **Submit the Certification of Compliance Form (Form CAO/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the Certification of Compliance.

4. **The forms and documentation will be forwarded to the Contractor Enforcement Section for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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 Agreement: _____ **Contact/Phone:** _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

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 an EBO Certification 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 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.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	**Health Insurance (List Name of Carrier(s))**				
	Health Carrier 1:	☐	☐	☐	☐
	Health Carrier 2:	☐	☐	☐	☐
	☐additional carriers on attachment.				
2	**Dental Insurance (List Name of Carrier(s))**				
	Dental Carrier 1:	☐	☐	☐	☐
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	**Vision Plan (List Name of Carrier(s))**				
	Vision Carrier 1:	☐	☐	☐	☐
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension	☐	☐	☐	☐
5	Bereavement Leave	☐	☐	☐	☐
6	Family Leave	☐	☐	☐	☐
7	Parental Leave	☐	☐	☐	☐
8	Employee Assistance Program	☐	☐	☐	☐
9	Relocation & Travel	☐	☐	☐	☐
10	Company Discount, Facilities &	☐	☐	☐	☐
11	Credit Union	☐	☐	☐	☐
12	Child Care	☐	☐	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

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 opposite 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 Provisional Compliance Form (CAO/EBO-3) and supporting documentation with this 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 Reasonable Measures Application (CAO/EBO-2) and supporting documentation with this 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 US but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement. Supporting documentation for the affected locations/employee(e) must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with the EBO only for the employee(s) working on the City agreement. Supporting documentation for the affected employees must be submitted.

SECTION 3. SUBCONTRACTOR COMPLIANCE

You must submit the Subcontractor Information Form (Form CAO/LW-18) within 10 days of execution of each City agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance (Form CAO/EBO-1) within 30 days of execution of each subcontract.

SECTION 4. EXECUTE THE CERTIFICATION 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 Office of the City Administrative Officer for review.

CERTIFICATION

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 _____day of _____, in the year _____, at _____ (City), _____ (State)

_____ Signature	_____ Mailing Address
_____ Name of Signatory (please print)	_____ City, State, Zip Code
_____ Title	_____ Federal ID or Social Security Number

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - FAX: (213) 485-0672

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Certification of Compliance with Equal Benefits Ordinance (Form CAO/EBO-1) requires that you submit supporting documentation to the Office of the City Administrative Officer to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as opposite-sex partners so that the definition of "domestic partner" contained in the plan document must include opposite-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program: Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

REASONABLE MEASURES APPLICATION FOR EQUAL BENEFITS ORDINANCE

A contractor may be allowed to comply with the Equal Benefits Ordinance (EBO) by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays $200 per month to provide benefits for an employee and his/her spouse, and $150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is $50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

Contractors must submit the following to the City department awarding the agreement:

1. A completed Certification of Compliance with Equal Benefits Ordinance (Form CAO/EBO-1). Be certain that box "b" on page two of the form is checked.
2. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
3. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.
4. This completed application. Fill in the company's information, then read and sign the certification and statement below.

Name of Company		Federal ID Number	
Street Address	City,	State	Zip
Contact Person/Title	Telephone Number	Fax Number	

CERTIFICATION AND AGREEMENT REGARDING EQUAL BENEFITS ORDINANCE

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind contractually the company/entity listed immediately above.

The company agrees to comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____day of _____, in the year _____, at _____ (City), _____ (State)

Name of Signatory (Print)	Signature	Title	Date

SUBMIT THE REQUIRED DOCUMENTATION TO THE AWARDING DEPARTMENT: If responding to a request for bid/proposal, submit the required forms with the bid/proposal to the awarding department. The awarding department will forward the form to the City Administrative Officer for review.

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Office of the City Administrative Officer ("CAO"). (This form must be submitted with the EBO Compliance Form CAO/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

_____ A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

Date next benefits plan year begins: _____ Date equal benefits will be available: _____

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and opposite-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

_____ B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the Office of Administrative and Research Services, Contractor Enforcement Section, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

_____

_____

_____

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

_____

_____

_____

_____

_____

_____ C. COLLECTIVE BARGAINING AGREEMENTS

PROVISIONAL COMPLIANCE

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if **all** of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and opposite-sex couples is not offered under the CBA(s).

   Required documentation: Submit a copy of the CBA, and indicate below the time period covered by the current CBA, and the date when renegotiations will begin.

   CBA start date:_____ CBA end date:_____
   Date CBA Renegotiations will begin: _____

2. The Contractor agrees to propose to the union for incorporation into the CBA the EBO requirements by signing the statement below.

   When the CBA is renegotiated, we will propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses will be extended to employees with domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

   If, by the end of the renegotiations, the EBO requirements cannot be incorporated into the CBA, we agree to notify the CAO of that result and to pay all affected employees the cash equivalent for the applicable benefits. A Reasonable Measures Application for Equal Benefits Ordinance will be submitted at that time.

   _____
   Name of Signatory (Print) Signature Title Date

3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

   Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE CERTIFICATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Certification of Compliance with Equal Benefits Ordinance (Form CAO EBO-1) 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 CAO for review.

CERTIFICATION

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 _____day of _____, in the year _____, at _____ (City), _____ (State)

_____
Name of Company Name of Signatory (Print) Signature Title

City of Los Angeles

Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

Name of Prime Contractor:_____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of the City Administrative Officer a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.) **Page ___ of ____**

Company Name: _____ Contract No._____ City Department: _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

_____ _____

Print Name of Person Completing This Form Signature of Person Completing This Form

_____ _____

Date Title

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705
Fax: (213) 847-0636
Fax: (213) 485-8944

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

April 6, 2001

PLACE IN FILES
APR 10 2001
DEPUTY

Honorable Richard Riordan, Mayor
cc: Office of Criminal Justice Planning
Chief Legislative Analyst
Controller, Room 1200
Accounting Division, F&A
Disbursement Division
Office of Administrative and Research Services
City Attorney
Police Department

RE: ACCEPTANCE OF THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM FUNDING THROUGH THE STATE BUDGET ACT FISCAL YEAR 2000-01 TO CONTINUE YEAR 4 OF THE CITY/COUNTY CLEAR ANTI-GANG INITIATIVE PROGRAM

At the meeting of the Council held March 27, 2001, the following action was taken:

Attached report adopted .....
Attached motion () adopted.....
Attached resolution (-) adopted.....
Mayor concurred..... 4-3-01
FORTHWITH.....
Motion adopted to approve communication recommendations..... X

J. Michael Carey
City Clerk
vp
steno\010318

Recyclable and made from recycled waste

Mayor's Time Stamp

RECEIVED
'01 MAR 29 10:19
DEPUTY MAYOR

City Clerk's Time Stamp

RECEIVED
CITY CLERK'S OFFICE
2001 MAR 29 AM 10:42
BY _____ CITY CLERK
DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 01-0318 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE March 27, 2001

RE: ACCEPTANCE OF THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM FUNDING THROUGH THE STATE BUDGET ACT FISCAL YEAR (FY) 2000-01 TO CONTINUE YEAR 4 OF THE CITY/COUNTY CLEAR ANTI-GANG INITIATIVE PROGRAM

LAST DAY FOR MAYOR TO ACT APR 09 2001

(10 Day Charter requirement as per Charter Section 341)

RECEIVED
CITY CLERK'S OFFICE
2001 APR -5 AM 8:07
BY _____ CITY CLERK
DEPUTY

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED ✓ *DISAPPROVED

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL APR 03 2001 APR 05 2001

MAYOR

steno\010318a

15

COMMUNICATION

~~File No. 01-0318~~

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #51

TO: **LOS ANGELES CITY COUNCIL**

FROM: **COUNCIL MEMBER MARK RIDLEY-THOMAS, Chair**
AD HOC COMMITTEE ON GANGS AND JUVENILE JUSTICE

MAR 2 0 2001

Yes No
Public Comments: XX

COMMUNICATION FROM CHAIR, AD HOC COMMITTEE ON GANGS AND JUVENILE JUSTICE relative to acceptance of the Community Law Enforcement and Recovery Program funding through the State Budget Act FY 00-01 to continue Year 4 of the City/County CLEAR Anti-Gang Initiative Program.

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

1. ACCEPT funding in the amount of $3,000,000 under the State Budget Act FY00-01 to conduct the CLEAR Program, subject to the approval of the City Attorney as to form and legality.

2. REQUEST the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, for funding provided through the State Budget Act, as follows:

R201 - Personnel Services	$ 625,271
R202 - Consulting/Contractual Services	2,224,104
R203 - Equipment	150,625
	$3,000,000

3. TRANSFER $498,043 from Fund No. 664, Department No. 46, Account No. R201 as follows:

General Fund No. 100, Department No. 70
Overtime Police Officers, Account No. 1092 $ 397,133

General Fund No. 100, Department No. 12
Salaries General, Account No. 1010 $ 100,910

Transfer cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

4. TRANSFER $620,233 from Fund No. 664, Department No. 46, Account No. 9901, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 58,798
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$ 240,203
City Attorney, 100/12	Salaries, General Account No. 1010	$ 321,232

Transfer cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

5. TRANSFER $236,189 from Fund No. 664, Department No. 46, Account No. 99A1, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 17,861
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$ 23,758
City Attorney, 100/12	Salaries, General Account No. 1010	$ 194,570

Transfer cash to Fund No. 100, Department Nos. 12 and 70 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

6. TRANSFER $56,752 from Fund No. 664, Department No. 46, Account No. 9903, to Fund No. 100, Department No. 46, Account No. 1020, Salaries Grant Reimbursed.

7. TRANSFER cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

8. AUTHORIZE the Mayor's Office of Criminal Justice Planning to execute the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the retroactive period July 1, 2000 to February 28, 2002, for a total of $2,201,804, with funding through the State Budget Act FY00-01 ($550,000 for the Sheriff's Department; $920,415 for the District Attorney; and $731,389 for the Probation Department), subject to the approval of the City Attorney as to form and legality.

9. AUTHORIZE the Mayor's Office of Criminal Justice Planning to execute the Contract between the City of Los Angeles and Hathaway Children's Services for the retroactive period July 1, 2000 to February 28, 2002 for an amount not to exceed $22,300 to fund the salary of a Caseworker, subject to the approval of the City Attorney as to form and legality.

Fiscal Impact Statement: The Office of Administrative and Research Services reports there is no impact on the General Fund. The recommendations involve a total of $3 million in State Budget FY 00-01 funds. Approval of the recommendations will enable the OCJP to implement the continuation of Year 4 of the CLEAR Program.

SUMMARY

The CLEAR Program is a City/County partnership that combats gang violence in Los Angeles. Participants include the Los Angeles Police Department (LAPD), the Mayor's Office of Criminal Justice Planning (OCJP), the City Attorney's Office, City Council Offices, and the Los Angeles County Board of Supervisors, Sheriff's Department, the Probation Department, the District Attorney's Office, community residents, and other stakeholders.

In the CLEAR model, the LAPD deploys officers to address visible gang activity in the affected neighborhood; the LA Sheriff's Department utilizes its Homicide Investigation Unit to focus on the resolution of homicides committed by gang members; the Probation Department officers participate in special operations and ensure that gang members receive appropriate conditions of probation; the City Attorney and the District Attorney cross-designate deputies to vigorously prosecute gang members in the target area; and a Community Impact Team in which community members and law enforcement work together on local priorities and strategies to break the "wall of silence " that is often seen in gang-ridden communities. The CLEAR Team also coordinates with local intervention and prevention programs (such as LA Bridges) to redirect youth at risk for gang affiliation.

Initially CLEAR targeted the northeastern portion of the City and the First Supervisorial District of LA County. Year 2 funding under AB853 and the Local Law Enforcement Block Grant allowed this effort to continue in LAPD's Northeast Division and be expanded to two other gang "hot spots" within Foothill and Pacific Division areas. Year 3 funding allowed CLEAR to continue in the Northeast, Foothill and Pacific Division areas, expand to another gang hot spot in the eastern section of Devonshire Division area, and launch a major Task Force against two of the City's most dangerous gangs. These street gangs are responsible for ongoing violence and community intimidation in South Los Angeles and Newton Division area, and the County communities bordering these areas. In Year 4, the CLEAR Program will continue operation of the existing six sites (Northeast, Foothill, Pacific, Devonshire, Newton Divisions and the Sheriff's Century Station).

The Mayor's OCJP also requests approval to execute a Memorandum of Agreement (MOA) with the County of Los Angeles to provide funding for the implementation of the CLEAR Program. According to OCJP, the City is the designated fiscal agent for the Grant. The County will submit an invoice every quarter to the City for services rendered, supplies/equipment, and other costs for which payment is claimed.

The funding of $2,201,804 in the MOA is included in the $3 million CLEAR Grant. Funding is provided to three departments in the County of Los Angeles ($550,000 for the Sheriff's Department; $920,415 for the District Attorney; and $731,389 for the Probation Department).

The Mayor's OCJP requests authority to execute a contract with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This contract for $22,300 includes the partial salary and benefits for one full-time Caseworker.

The amount of $625,271 for personnel services will be provided as follow: $100,910 for partial salaries for nine City Attorney positions; $397,133 for LAPD Salaries-Overtime; and $127,228 for Fringe Benefits. The position authority for the nine City Attorney positions has already been provided in the Personnel Authority Resolution (PAR).

The amount of $150,625 for equipment will be provided as follows: $30,625 for City Attorney; and $120,000 for LAPD. The City Attorney proposes to purchase a laser printer, three computers with software, and Palm Pilots. The LAPD proposes to purchase night vision scopes/binoculars, a video camera with a night vision lens, computers with software, laser printers, astro radios, digital cameras, and other field equipment as needed for each of the CLEAR sites.

Lastly, the Mayor's OCJP requests funding in the amount of $56,752 for administrative costs to oversee the implementation of the CLEAR Program. This amount is a rollover from Year 3 of the CLEAR operations funding and is not included in the $3 million grant.

At its March 8, 2001 meeting, the Chair of the Ad Hoc Committee on Gangs and Juvenile Justice recommended approval of the OARS recommendations relative to the CLEAR Program and now forwards the matter to the Council for its consideration.

Respectfully submitted,

Council Member Mark Ridley-Thomas, Chair
AD HOC COMMITTEE ON GANGS AND JUVENILE JUSTICE

BEW
#001396e
2/15/01

MOTION ADOPTED TO APPROVE COMMUNICATION RECOMMENDATIONS
ADOPTED
MAR 27 2001
LOS ANGELES CITY COUNCIL

COUNCIL VOTE

27-Mar-01 10:42:54 AM, #4

Items for Which Public Hearings Have Not Been Held - Items 9-34
Voting on Item(s): 15-19,21-23,25-28,30-34 31
Roll Call

-31

BERNSON	Yes
CHICK	Yes
FEUER	Yes
*GALANTER	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Absent
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	Absent
FERRARO	Absent
	Absent

Present: 10, Yes: 10 No: 0

AD HOC COMMITTEE ON GANGS AND JUVENILE JUSTICE
~~Report/Communication for~~ Signature

Council File Number: 01-0318

Committee Meeting Date: 3-8-01

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Ridley-Thomas, Chair	✓		
Councilmember Hernandez			✓
Councilmember Miscikowski			✓
Councilmember Walters			—

Remarks CLEAR Program

Brian Walters, Legislative Assistant ---------- Telephone 485-4467

AH HOC ON GANGS & JUVENILE JUSTICE COMMITTEE

SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 01-0318

- ☐ Council Member(s) _____
- ☐ Interested Department _____
- ☒ Mayor (with/~~without file~~) _____
- ☒ Chief Legislative Analyst _____
- ☒ City Administrative Officer _____
- ☒ Controller _____
- ☐ City Clerk _____
- ☐ Treasurer _____
- ☒ City Attorney (~~with / without file~~) _____
- ☐ General Services Department _____
- ☐ Department of Transportation _____
- ☐ City Planning Department _____
- ☐ Community Development Dept. (with file) - Contract Div. Attn: Raul Gonzales
- ☐ Community Redevelopment Agency _____
- ☐ Board of Public Works _____
- ☐ Private Industry Council _____
- ☒ POLICE DEPARTMENT
- ☐ _____
- ☐ _____

CITY OF LOS ANGELES SPEAKER CARD

#2

Date: 03-08-01

Council File No., Agenda Item, or Case No.: ~~[illegible]~~

I wish to speak before the AD Hoc Committee on Gangs & Juvenile
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: BENJAMIN V. PEREZ

Business or Organization Affiliation: CDI Write-in -

Address: 655 Cypress Ave. (Street) L.A. (City) CA. (State) 90065 (Zip)

Business phone: 222-8424 Representing: CDI (Cypress Park)

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

REPORT FROM

OFFICE OF ADMINISTRATIVE and RESEARCH SERVICES

Date: *March 7, 2001*

OARS File No. 0220-03277-0012
Council File No. ~~95-1812S-1~~ 01-0318
Council District: All

To: The City Council
The Mayor

From: William T Fujioka, Director

Reference: Mayor's Office of Criminal Justice Planning's transmittal dated February 5, 2001

Subject: Request for Acceptance of the Community Law Enforcement and Recovery (CLEAR) Program funding through the State Budget Act FY00-01 to continue Year 4 of the City/County CLEAR Anti-Gang Initiative Program

Received
CITY CLERK'S OFFICE
01 MAR -8 AM 11:

SUMMARY

The Mayor requests approval by the City Council to: 1) accept $3 million through the State Budget FY00-01 to implement Year 4 from July 1, 2000 through June 30, 2001 of the City/County Community Law Enforcement and Recovery (CLEAR) Program; 2) execute a Memorandum of Agreement (MOA) for $2,201,804 between the City and the County of Los Angeles to implement the CLEAR Program; and 3) authorize the execution of a $22,300 agreement with Hathaway Children's Services to continue funding for a Caseworker for the CLEAR Program.

The CLEAR Program - $3 million

The CLEAR Program is a City/County partnership that combats gang violence in Los Angeles. Participants include the Los Angeles Police Department (LAPD), the Mayor's Office of Criminal Justice Planning (OCJP), the City Attorney's Office, City Council Offices, and the Los Angeles County Board of Supervisors, Sheriff's Department, the Probation Department, the District Attorney's Office, community residents, and other stakeholders.

In the CLEAR model, the LAPD deploys officers to address visible gang activity in the affected neighborhood; the LA Sheriff's Department utilizes its Homicide Investigation Unit to focus on the resolution of homicides committed by gang members; the Probation Department officers participate in special operations and ensure that gang members receive appropriate conditions of probation; the City Attorney and the District Attorney cross-designate deputies to vigorously prosecute gang members in the target area; and a Community Impact Team in which community members and law enforcement work together on local priorities and strategies to break the "wall of silence " that is

(Summary continued)

AD HOC COMMITTEE ON GANGS & JUVENILE JUSTICE

MAR 8 2001

often seen in gang-ridden communities. The CLEAR Team also coordinates with local intervention and prevention programs (such as LA Bridges) to re-direct youth at risk for gang affiliation.

Initially CLEAR targeted the northeastern portion of the City and the First Supervisorial District of LA County. Year 2 funding under AB853 and the Local Law Enforcement Block Grant allowed this effort to continue in LAPD's Northeast Division and be expanded to two other gang "hot spots" within Foothill and Pacific Division areas. Year 3 funding allowed CLEAR to continue in the Northeast, Foothill and Pacific Division areas, expand to another gang hot spot in the eastern section of Devonshire Division area, and launch a major Task Force against two of the City's most dangerous gangs. These street gangs are responsible for ongoing violence and community intimidation in South Los Angeles and Newton Division area, and the County communities bordering these areas. In Year 4, the CLEAR Program will continue operation of the existing six sites (Northeast, Foothill, Pacific, Devonshire, Newton Divisions and the Sheriff's Century Station).

Memorandum of Agreement - $2,201,804

The Mayor's OCJP requests approval to execute a Memorandum of Agreement (MOA) with the County of Los Angeles to provide funding for the implementation of the CLEAR Program. According to OCJP, the City is the designated fiscal agent for the Grant. The County will submit an invoice every quarter to the City for services rendered, supplies/equipment, and other costs for which payment is claimed. OCJP will make payments to the County subsequent to itemized invoices, reflecting costs as specified in Exhibit A of the MOA.

The funding of $2,201,804 in the MOA is included in the $3 million CLEAR Grant. Funding is provided to three departments in the County of Los Angeles ($550,000 for the Sheriff's Department; $920,415 for the District Attorney; and $731,389 for the Probation Department). The budget for Year 4 of the CLEAR Program is reflected in Attachment A of this report.

Hathaway Children's Services - $22,300

The Mayor's OCJP requests authority to execute a contract with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This contract for $22,300 includes the partial salary and benefits for one full-time Caseworker. Attachment B is a copy of the contract.

Personnel Services - $625,271

The amount of $625,271 for Personnel Services will be provided as follow: $100,910 for partial salaries for nine City Attorney positions; $397,133 for LAPD Salaries-Overtime; and $127,228 for Fringe Benefits. The position authority for the nine City Attorney positions has already been provided in the Personnel Authority Resolution (PAR).

(Summary continued)

Equipment - $150,625

The amount of $150,625 for Equipment will be provided as follows: $30,625 for City Attorney; and $120,000 for LAPD. The City Attorney proposes to purchase a laser printer, three computers with software, and Palm Pilots. The LAPD proposes to purchase night vision scopes/binoculars, a video camera with a night vision lens, computers with software, laser printers, astro radios, digital cameras, and other field equipment as needed for each of the CLEAR sites.

Office of Criminal Justice Planning - $56,752

The Mayor's OCJP requests funding in the amount of $56,752 for administrative costs to oversee the implementation of the CLEAR Program. This amount is a rollover from Year 3 of the CLEAR operations funding and is not included in the $3 million grant.

RECOMMENDATIONS

That the City Council and Mayor:

1. Accept funding in the amount of $3,000,000 under the State Budget Act FY00-01 to conduct the CLEAR Program, subject to the approval of the City Attorney as to form and legality;

2. Request the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund No. 664, for funding provided through the State Budget Act, as follows:

R201 - Personnel Services	$ 625,271
R202 - Consulting/Contractual Services	2,224,104
R203 - Equipment	150,625
	$3,000,000

3. Transfer $498,043 from Fund No. 664, Department No. 46, Account No. R201 as follows:

General Fund No. 100, Department No. 70	
Overtime Police Officers, Account No. 1092	$ 397,133
General Fund No. 100, Department No. 12	
Salaries General, Account No. 1010	$ 100,910

Transfer cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

(Recommendations continued)

4. Transfer $620,233 from Fund No. 664, Department No. 46, Account No. 9901, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 58,798
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$ 240,203
City Attorney, 100/12	Salaries, General Account No. 1010	$ 321,232

Transfer cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning;

5. Transfer $236,189 from Fund No. 664, Department No. 46, Account No. 99A1, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 17,861
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$ 23,758
City Attorney, 100/12	Salaries, General Account No. 1010	$ 194,570

Transfer cash to Fund No. 100, Department Nos. 12 and 70 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning;

6. Transfer $56,752 from Fund No. 664, Department No. 46, Account No. 9903, to Fund No. 100, Department No. 46, Account No. 1020, Salaries Grant Reimbursed;

7. Transfer cash to Fund No. 100, Department Nos. 70 and 12 on an as-needed basis supported by proper documentation and proper demand of the Mayor's Office of Criminal Justice Planning.

(Recommendations continued)

8. Authorize the Mayor's Office of Criminal Justice Planning to execute the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the retroactive period July 1, 2000 to February 28, 2002, for a total of $2,201,804, with funding through the State Budget Act FY00-01 ($550,000 for the Sheriff's Department; $920,415 for the District Attorney; and $731,389 for the Probation Department), subject to the approval of the City Attorney as to form and legality; and,

9. Authorize the Mayor's Office of Criminal Justice Planning to execute the Contract between the City of Los Angeles and Hathaway Children's Services for the retroactive period July 1, 2000 to February 28, 2002 for an amount not to exceed $22,300 to fund the salary of a Caseworker, subject to the approval of the City Attorney as to form and legality.

FISCAL IMPACT STATEMENT

There is no impact on the General Fund. The recommendations involve a total of $3 million in State Budget FY 00-01 funds. Approval of the recommendations will enable the OCJP to implement the continuation of Year 4 of the CLEAR Program.

WTF:LLF:jhl

Attachments

Attachment A

Budget for CLEAR Program - Year 4

City Attorney Positions

No.	Code	Classification	Total	Partial Year 4 Funding
1	0551	Deputy City Attorney II	$ 77,532	$ 12,637
1	0551	Deputy City Attorney II	64,977	10,591
1	0551	Deputy City Attorney II	64,467	10,508
1	0551	Deputy City Attorney II	61,467	10,019
1	0551	Deputy City Attorney II	74,095	12,078
1	0552	Deputy City Attorney III	88,728	14,463
1	0573	Deputy City Attorney IV	98,395	16,424
1	0576	Paralegal	39,985	6,518
1	0565	Legal Assistant	47,065	7,672
Total: 9			**Total: $ 616,711**	**$ 100,910**

Personnel Services - R201

Account	Amount
City Attorney - Salaries	$ 100,910
LAPD Salaries - Overtime	397,133
Fringe Benefits	127,228
Total Salaries:	**$ 625,271**

Consulting/Contractual Services - R202

Department	Amount
L. A. County District Attorney	$ 920,415
L. A. County Probation	731,389
L. A. County Sheriff	550,000
Hathaway Children's Services	22,300
Total Consulting:	**$2,224,104**

Equipment - R203

Department	Amount
City Attorney	$ 30,625
LAPD	120,000
Total Equipment:	**$ 150,625**

36847

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J RIORDAN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705
Fax: (213) 847-0636
Fax: (213) 485-8944

HELEN GINSBURG
Chief, Council and Public Services Division

01-0318

February 14, 2001

AD HOC COMMITTEE ON GANGS & JUVENILE JUSTICE

In accordance with Council Rules, communication from the Mayor relative to acceptance of the Community Law Enforcement and Recovery Program Funding through the State Budget Act FY 00-01 to continue the City/County Community Law Enforcement and Recovery) Anti-Gang Initiative Program, was referred on February 13, 2001, to the AD HOC COMMITTEE ON GANGS & JUVENILE JUSTICE.

J. Michael Carey

City Clerk
amm

CITY HALL
LOS ANGELES, CALIFORNIA 90012
(213) 847-2489

OFFICE OF THE MAYOR

RICHARD J. RIORDAN
MAYOR

01 FEB 12 AM 9:02
CITY CLERK

February 5, 2001

Honorable Members of the City Council
c/o City Clerk
Room 615, City Hall East

Re: Acceptance of the Community Law Enforcement and Recovery Program Funding through the State Budget Act FY00-01 to continue the City/County CLEAR (Community Law Enforcement and Recovery) Anti-Gang Initiative Program: Council File No. 95-1812 S-1

Contact: Kathleen O'Leary Lefferman x5-4425

Approval is requested herewith by the City Council for funding of $3 million through the State Budget FY00-01 to implement year IV of the City/County CLEAR (Community Law Enforcement and Recovery) Program. This funding will continue this unique City/County partnership to combat gang violence in Los Angeles. Participants include the Los Angeles Police and Sheriff's Departments, the Probation Department, the City Attorney's Office, the District Attorney's Office, the Mayor's Office, City Council Offices, the County Board of Supervisors, and community residents and stakeholders. Initially **CLEAR** targeted northeastern L.A. City and the First Supervisorial District of L.A. County. Year II funding under AB853 and the Local Law Enforcement Block Grant allowed this effort to continue in Northeast and be expanded to two other gang "hot spots" within Foothill and Pacific Areas. Year III funding allowed CLEAR to continue in Northeast, Foothill and Pacific, expand to another gang hot spot in the eastern section of Devonshire Area, and launch a major Task Force against two of the City□s most dangerous gangs. These street gangs are responsible for ongoing violence and community intimidation in South Los Angeles and Newton Area, and the County communities bordering these areas. In Year IV, the CLEAR Program will continue in its current six sites (Northeast, Foothill, Pacific, Devonshire, Newton and the Sheriff's Century Station).

In the **CLEAR** model: the LAPD deploys officers to address visible gang activity in the affected neighborhood; the LASD utilizes its Homicide Investigation Unit to focus on the resolution of homicides committed by gang members; Probation officers participate in special operations and

AD HOC
COMMITTEE
ON GANGS & JUVENILE JUSTICE
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ensure that gang members receive appropriate conditions of probation; the DA and CA cross designate deputies to vigorously prosecute gang members in the target area; and a Community Impact Team in which community members and law enforcement work together on local priorities and strategies and to break the "wall of silence" that is so often seen in gang-ridden communities. The CLEAR Team also coordinates with local intervention and prevention programs (such as L.A. Bridges) to re-direct youth at risk for gang affiliation.

Transmitted also for consideration by City Council is a Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles to provide for the implementation of the **CLEAR** Program. The MOA describes an Agreement between the City of Los Angeles and three County Departments, specifically the District Attorney's Office, the Sheriff's Department and the Probation Department. The combined funding of **$2,201,804** for these three entities is included in the $3,000,000 of State funding. The funding of $2,201,804 in the MOA is funding through the State Budget Act FY00-01 (specifically $550,000 for the Sheriff's Department, $920,415 for the District Attorney and $731,389 for the Probation Department).

Transmitted also for consideration by City Council is a Statement of Work and Contract with Hathaway Children's Services for continuation funding of a Caseworker to conduct case management with at-risk youth and families in conjunction with the CLEAR Program. This Contract for **$22,300** includes salary and benefits for one full-time Caseworker.

IT IS THEREFORE REQUESTED that the City Council and the Mayor:

(1) **ACCEPT** funding in the amount of $3,000,000 under the State Budget Act FY00-01 to conduct the CLEAR Program, subject to the approval of the City Attorney as to form and legality.

(2) **REQUEST** the Controller to establish new appropriation accounts within the City/County Collaborative Anti-Gang Initiative Special Revenue Fund #664, for funding provided through the State Budget Act, as follows:

R201 - Personnel Services	$625,271
R202 - Consulting/Contractual Services	$2,224,104
R203 – Equipment	$150,625

(3) **TRANSFER** $498,043 from Fund 664, Department 46, Account R201 as follows:

GENERAL FUND 100, DEPARTMENT 70

Overtime Police Officers, Account No. 1092	$397,133

GENERAL FUND 100, DEPARTMENT 12

Salaries General, Account No. 1010 $100,910

Transfer cash to Fund No. 100, Departments 70 and 12 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(4) **TRANSFER** $620,233 from Fund 664, Department 46, Account 9901, as follows:

DEPARTMENT	ACCOUNT	
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$58,798
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$240,203
City Attorney, 100/12	Salaries, General Account No. 1010	$321,232

Transfer cash to Fund No. 100, Departments 70 and 12 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(5) **TRANSFER** $234,189 from Fund 664, Department 46, Account 99A1, as follows:

DEPARTMENT	ACCOUNT	
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$17,861
Police Dept., 100/70	Salaries, Overtime Account No. 1092	$23,758
City Attorney, 100/12	Salaries, General Account No. 1010	$194,570

Transfer cash to Fund No. 100, Departments 12 and 70 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

(6) **RESOLVE** that continuing employment authority is approved in the Office of the City Attorney for the period July 1, 2000 through June 30, 2001:

NO.	CODE	CLASSIFICATION
5	0551	Deputy City Attorney II
1	0552	Deputy City Attorney III
1	0573	Deputy City Attorney IV
1	0576	Paralegal
1	0565	Legal Assistant

(7) **APPROVE** the Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles for the period July 1, 2000 to February 28, 2002, for a total of **$2,201,804**, with funding through the State Budget Act FY00-01 ($550,000 for the Sheriff's Department, $920,415 for the District Attorney, and $731,389 for the Probation Department); authorize the Mayor to execute the respective Memorandum of Agreement, subject to the approval of the City Attorney as to form and legality;

(8) APPROVE the Contract between the City of Los Angeles and Hathaway Children's Services for the period July 1, 2000 to February 28, 2002 for a total of **$22,300**; and authorize the Mayor to execute the respective Contract, subject to the approval of the City Attorney as to form and legality.

(9) **INSTRUCT** the City Clerk to place on the Council Calendar for July 1, 2001, or as soon thereafter as possible, the following action:

a) Transfer $56,752 from Fund 664, Department 46, Account No. 9903, to Fund 100, Department 46, Account No. 1020, Salaries Grant Reimbursed.

b) Transfer cash to Fund No. 100, Departments 70 and 12 on an as needed basis supported by proper documentation and proper demand of the Mayor's Office.

Sincerely,

Richard J. Riordan
Mayor

RJR:KOL:nss

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into this _____, 2001, by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, in February 2001, the Council of the City accepted funding through the State Budget Act FY2000-01 for the development and implementation of the **Community Law Enforcement and Recovery(CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Gang Intervention Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon July 1, 2000 and shall expire on February 28, 2002, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department,

respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of $2,201,804 (funding through the State Budget Act FY2000-01), of which $550,000 is for the Sheriff's Department, $920,415 is for the District Attorney, and $731,389 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit A.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
200 North Main Street
Room 700, City Hall East
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services, or supplies/equipment (as described in Exhibit A) for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
200 North Main Street, Room 700 City Hall East
Los Angeles, California 90012

For the the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Janet Moore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District's Attorney's Office

Captain Willie Miller, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or her designee:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change which affects the scope of work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City

and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to the indemnifying party's and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to indemnifying party's and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g. City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Probation Director, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____, 2001

By _____
Lee Baca
Sheriff

Date: _____, 2001

By _____
Richard Shumsky
Probation Director

Date: _____, 2001

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____, 2001

CITY OF LOS ANGELES
a municipal corporation

By _____
RICHARD J. RIORDAN
Mayor

Date: _____, 2001

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____, 2001

JAMES K. HAHN
City Attorney

By _____
Assistant City Attorney

Date: _____, 2001

PROFESSIONAL SERVICES AGREEMENT

Contractor: HATHAWAY CHILDREN'S SERVICES

Title: CITY/COUNTY COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
HATHAWAY CHILDREN'S SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and , hereinafter called the Contractor.

W I T N E S S E T H

WHEREAS, the Mayor's Criminal Justice Planning Office, hereinafter called the CJPO, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the CJPO 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, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded by the City of Los Angeles through the State Budget Act FY2000-0 in the amount of $3,000,000 which has been approved by the Los Angeles City Council and the Mayor (C.F. No._____) adopted _____; and

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

NOW, THEREFORE, the City and the Contractor agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as Hathaway Children's Services having its principal office at 840 North Avenue 66, Los Angeles, CA 90042.

§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 F. Thompson, Director
   Mayor's Criminal Justice Planning Office
   200 North Main Street, 7th Floor
   Los Angeles, California 90012

2. The representative of the Contractor shall be:

   Patricia Bowie, Director, Family Resource Center
   Hathaway Children's Services
   840 North Avenue 66
   Los Angeles, CA 90042

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 §416C of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §416D of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

D. A Certificate Regarding Compliance with the Americans with Disabilities Act in accordance with §416E of this Agreement and attached hereto as Exhibit D and made a part hereof.

E. A Certificate Regarding Compliance With the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles in accordance with Section 419 of this Agreement and attached hereto as Exhibit E and made a part hereof. The Service Contract Worker Retention Ordinance is not applicable to Agreements funded by the Department of Justice.

F. A Certification Of Compliance With Child Support Obligations in accordance with Section 416.L of this Agreement and attached hereto as Exhibit F and made a part hereof.

G. A Notice of Prohibition Against Retaliation in accordance with Section 419 of this Agreement and attached hereto as Exhibit G and made a part hereof.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2000 and end February 28, 2002 (or until such later time as State funds are available for this particular project) 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 contractual services which are supported by the attached Statement of Work, incorporated herein by reference (Exhibits L). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor is to work with CJPO, and the Community Law Enforcement and Recovery (CLEAR) Program representatives from the Los Angeles County Probation Department, Los Angeles Police Department, Los Angeles City Attorney, Los Angeles District Attorney and the Sheriff's Department. The Contractor is to provide individual counseling for designated CLEAR cases; initiate and/or participate in field trips and activities for minors involved in the CLEAR Program; monitor school attendance, including making school visits; work with school officials regarding problem CLEAR students; make home calls on designated CLEAR cases and assess the home environment; conduct curfew checks on designated CLEAR cases; provide 24-hour availability for crisis intervention for CLEAR cases; provide 24-hour access for CLEAR Task Force staff; serve as a CLEAR contact source for target area school officials; make presentations to schools regarding gangs and substance abuse; conduct drug assessments on CLEAR cases, make referrals for drug counseling, and/or place individuals in drug programs; monitor court ordered CLEAR anti-narcotic testing cases; provide weekly multi-family counseling for CLEAR cases and community members; provide CLEAR operation team members with updates as to casework activities being performed; conduct family assessments on CLEAR cases and make appropriate recommendations (as described in Exhibit L, Statement of Work).and provide progress reports as required by the CJPO and the State of California describing all grant activity and results and shall submit such reports to CJPO as requested. In addition,

Contractor shall provide any additional reports and information on program activities and results as requested by the Executive Steering Committee, the State of California and CJPO.

It is expressly understood and agreed that City will retain ultimate control of and responsibility for the Grant Award project, including contract administration by CJPO, and the Contractor agrees to be bound by the terms and conditions of the Statement of Work applicable to City in the conduct of the project.

§203. Confidentiality of Information

All Contractor proprietary information, including software, file structures, documentation, algorithms and related software concepts, except as otherwise provided herein, shall not be disclosed by the City in any manner without the written permission of the Contractor.

A. General

Contractor and its employees, consultants and subcontractors may, in the course of the work, gain access to "Criminal History Information". Accordingly, Contractor shall document that it has provided each of its employees and subcontractors who provide services at City facilities, or who access the FDC System, with the provisions of the Crime Control Act of 1973.

Contractor shall implement reasonable and prudent measures to keep secure and private criminal history information, as defined in the Crime Control Act of 1973, accessed by its employees or subcontractors during the performance of this Agreement.

B. Crime Control Act of 1973

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance.

The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of

assistance of Contractor or subcontractor under provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this Title. Copies of such information shall be immune from legal process, and shall not without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings.

All criminal history information collected, stored or disseminated through support under this title shall contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor shall assure that the security and privacy of all information is adequately provided for and that information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete or maintained in violation of this Title, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524C of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Article, or of any rule, regulation or other issued thereunder, shall be fined not to exceed $10,000 in addition to any other penalty imposed by law.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $22,300, to be paid monthly. The foregoing payment represents the total compensation paid by City to Contractor for services to be performed as designated by this Agreement. The City shall make an advance payment of $5,575 to Contractor upon execution of contract. Contractor shall furnish such supporting documentation, as requested by CJPO, at such time as so requested, showing expenditure of said $5,575 or any part thereof.

Disbursement of any additional funds by City to Contractor under this Contract shall be contingent upon receipt of such funds by City from the State, unless City, at its own option, decides to make any additional disbursement. Should funds not be made available due to State's failure to provide such funds to City, the City may immediately terminate all obligations hereunder. Upon termination of this Contract, Contractor shall return to City all unexpended funds.

B. Each monthly invoice shall be accompanied by a statement detailing the work completed for the month. Funds shall not be released until the City has approved the work received from the Contractor for each invoice period. The monthly payments to Contractor will thereafter be made upon submission of detailed invoices after the initial advance as follows:

   I. An original invoice, on the Contractor's letterhead and signed by the Project Director and/or Fiscal Manager of the Contractor will be delivered to the authorized representative of the City within fifteen (15) calendar days after the last day of the preceding monthly period. The original invoice will have attached to it copies of the receipts which support the requested reimbursement.

   II. The receipts will be arranged by category (i.e., personal services, benefits, consultant contracts, operating expenses, etc.) and by vendor and stapled together along with an adding machine tape that reflects the total of the receipts for that category. This total will correspond to the category total on the invoice. This procedure will allow for prompt review by the City authorized representative and payment for approved items will be made. All purchases by Contractor shall be in accordance with the procurement requirements of the DOJ and the State of California.

   III. City payments to the Contractor will be paid only after the work has been approved and if the invoices are satisfactory to CJPO. City may require an audit before any payment is made. In the event payment of an invoice is in question, the City will notify the Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval.

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.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods;

epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status 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 CRF Part 60).

The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $500 but not more than $5,000, 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 $5,000, 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.

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

§409. Claims for Labor and Materials

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

§410. Los Angeles City Business Tax Registration Certificate

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

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

§412. Indemnification

Except for the active negligence or willful misconduct of City, 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 and cost of litigation, damage 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 Agreement by the Contractor or its subcontractors of any tier.

§413. Insurance

A. General Conditions

During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on Exhibit A hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The City, its Boards, Officers, Agents and Employees shall be included as:

a. Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.

b. Named Insureds in all required Owners and Contractors Protective Liability insurance.

c. Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The City need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the City before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

Contractor's insurance shall not call on City's program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects

the City's interest, the company will provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Attorney, Insurance and Bonds
1650 City Hall East
200 N. Main Street
Los Angeles, CA 90012-4168.
Attention: Jessica F. Heinz, Assistant City Attorney

It is understood, however, that such notice to the City shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language that complies with the preceding subparagraphs 1 through 6.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from Contractor's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement

in favor of the City as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed,

however, new evidence as specified in the foregoing paragraphs 1 through 8 must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in Contractor's best judgement may diminish the protection such insurance affords City. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option. specify a minimum acceptable aggregate for each line of coverage required. (See Paragraph I herein.)

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by City upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs or retentions must provide City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

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

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement 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.

F. Underlying Insurance

Contractor shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect Contractor's and City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

G. Worker's Compensation

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

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

H. Typical Coverages Required

The coverages required in the foregoing Paragraph A., shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

2. Automobile Liability: Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Exhibit A, Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability: $1,000,000 per occurrence.

§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 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 S87100 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 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, and 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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. 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.

§416. Compliance with Statutes and Regulations

A. The Contractor, in the performance of this Agreement, 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, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, and the Family Economic Security Act (FESA) California Unemployment Insurance Code §1500 et seq., as well as applicable Office of Management and Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act. P.L. 98-502 and the implementing OMB Circulars, City Council action dated February 4, 1987 (C.F. No. 84-2259-S1), and any administrative regulation or field memos implementing the Act.

C. Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify accordingly.

D. Contractor and its subcontractors are prohibited from using federally appropriated funds for the purpose of 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 the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Contractor shall comply with the Americans With Disabilities Act (ADA). Contractor shall complete and submit to the City the ADA Certification Regarding Compliance attached hereto as Exhibit D.

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

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

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

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

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

K. Contractor shall comply with the Copeland Anti-Kick Back Act 18 USC 874, Davis-Bacon Act, 40 USC 276 a et seq., Contract Work Hours and Safety Standards Act (40.327-333), Clean Air Act, 42 USC 1857, Clean Water Act, 33 USC 1368, Federal Water Pollution Control Act 33 USC 1251, et seq., and the Environmental Protection Agency Regulations 40 CFR, Part 15 and Executive Order 11738.

L. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit H as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

M. Contractor assures that all of its purchased hardware, software and other computer-related products and/or services purchased under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, Year 2000, and leap year calculations to the extent that other information technology used in combination is compatible. Contractor shall require from its vendors written confirmation

that the products and/or services are Year 2000 compliant.

§417. 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.

§418. Inventions, Patents and Copyrights

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grantor. Unless there is a prior agreement between the City and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the invention or discovery. The Grantor and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy

1. Unless otherwise provided in the terms of the grant or Agreement, when copyright-able material is developed in the course of or under a grant or agreement, the author and the City which developed the work is free to copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

2. The Grantor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under any grant, subgrant, or contract under a grant or subgrant; and

   b. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The Grantor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

§419. Living Wage Ordinance

Service Contract Worker Retention and Living Wage Policy

A. This contract is subject to the applicable provisions of the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code in accordance with the Certification attached hereto as Exhibit E and incorporated herein by this reference. The Ordinances require that, unless specific exemptions apply, as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars ($25,000) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor contractor for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, earning less than Fifteen Dollars ($15.00) per hour in salary or wage, as provided for in the SCWRO;

2. Payment of a minimum initial wage rate to employees as defined in the LWO of Seven Dollars and Fifty One Cents ($7.51) per hour with health benefits of at least One Dollar and Twenty Five Cents ($1.25) per hour; or, otherwise, Eight Dollars and Seventy Six Cents ($8.76) per hour to be adjusted each July 1;

3. Provision for at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employees' request, and at least ten (10) additional days per year of uncompensated time off for sick leave.

4. 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 such 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 the Contractor with respect to such pledges and fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

5. The 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 practice 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, which is attached hereto as Exhibit H and made a part hereof, in a conspicuous place.

6. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder shall be subject to the provisions of Section 419 and shall incorporate the provisions of the LWO and the SCWRO.

7. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor, lessee, licensee, or financial assistance recipient violated the provisions of the referenced code sections.

C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the 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 awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing

by the 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 there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The 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. Earned Income Tax Credit

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

§420 Child Support Assignment Orders

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California as implemented by the Employment Development Department and has executed Exhibit G as attached and incorporated hereto. Contractor assures 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 in subdivision (1) public Contract Code 7110.

§421 Burma Contracting Policy

This Contract is subject to the policy of the City of Los Angeles regarding Burma contracting: Section 10.38, Et. Seq., Chapter 1, Division 10 of the Los Angeles Administrative Code. Contractor has completed the Certification Regarding Compliance with Burma which is attached hereto as an exhibit and incorporated herein by this reference. The policy restricts the City from contracting for goods and services with persons or entities doing business in or with Burma (Myanmar).

§422 Equal Benefits Ordinance

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses

and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and Research Services, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. 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 Office of the Administrative and Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this 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 of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services, that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Not withstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent

to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the 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.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension

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

A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

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

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty nine (29) pages and fourteen (14) 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 AND LEGALITY:

By _____
Deputy/Assistant City Attorney

Date _____

Executed this _____ day of _____, 2001

For: THE CITY OF LOS ANGELES

By _____
RICHARD J. RIORDAN, Mayor

ATTEST:

J. MICHAEL CAREY, City Clerk

By _____
Deputy City Clerk

Date _____

By _____
Title _____

Executed this _____ day of _____, 2001

For: HATHAWAY CHILDREN'S SERVICES

(Contractor's Corporate Seal or Notary)

By _____
PATRICIA BOWIE
Director, Family Resource Center

Its _____

ATTEST:

By _____
Title: _____

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number: _____
Date of Approval _____
Said Agreement is Number _____ of City Contracts

Form Gen 146 IR (Rev 4/00)

EXHIBIT A

INSURANCE REQUIREMENTS

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

_____ Workers' Compensation (Statutory Limit/Employer's Liability) $ _____

☐ Waiver of Subrogation ☐ Longshore & Harbor Workers
☐ Jones Act

_____ General Liability _____ $ _____

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

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

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

_____ Professional Liability (Errors and Omissions) $ _____

☐ Discovery Period _____

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

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

_____ Pollution Liability $ _____

☐ _____
☐ _____

_____ Fidelity Bond _____ Surety Bond _____ Crime Insurance $ _____

Other: _____ $ _____
_____ _____ $ _____

Notes: _____
_____

Form Gen 133
Rev 1/00

Submitting Proof of Insurance to the City of Los Angeles

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

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

NAME
CITY AGENCY
ADDRESS

TEL FAX

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.

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

3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

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

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

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

POLICY CONDITIONS

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

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

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

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

PROCEDURES

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

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 7 through 10 of this information sheet.

COVERAGE INFORMATION

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

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

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

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials , power tools, etc.

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

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

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen 135 GL (R 10 91)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO	2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made

Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

6. ☐ Deductible ☐ Self-Insured Retention (check which) of $ _____

with a stop loss cap of $ _____ applies to _____ (which) coverage. ☐ Per Occurrence ☐ Per Claim.

7. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8 TYPE OF INSURANCE

GENERAL LIABILITY (check one)

☐ COMMERCIAL GENERAL LIABILITY _____ (RETROACTIVE DATE)

☐ COMPREHENSIVE FORM (1973 OCCURRENCE)

9 COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ PREMISES/OPERATIONS		
☐ UNDERGROUND & COLLAPSE HAZARD		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ CONTRACTUAL		
☐ INDEPENDENT CONTRACTORS		
☐ _____		
☐ _____		

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **ADDITIONAL INSURED.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **SEPARATION OF INSUREDS.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen 134/AU (R 10/91)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period: ☐ Check here if policy is continuous until cancelled

6. ☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ applies to liability coverage.

7. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8 TYPE OF INSURANCE

AUTOMOBILE LIABILITY

9 COVERAGES	10 LIABILITY LIMITS IN THOUSANDS $	
☐ ANY AUTO	BODILY INJURY (PER PERSON)	$
☐ ALL OWNED AUTOS (PRIV PASS.)		
☐ ALL OWNED AUTOS (OTHER THAN PRIV PASS)	BODILY INJURY (PER ACCIDENT)	$
☐ HIRED AUTOS		
☐ NON-OWNED AUTOS	PROPERTY DAMAGE	$
☐ GARAGE LIABILITY		
☐ _____	BI & PD COMBINED	$
☐ _____		

11. OTHER PROVISIONS: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

12. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows.

13. **ADDITIONAL INTEREST.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.

14. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

15. **SEPARATION OF INSUREDS.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

16. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached

ENDORSEMENT HOLDER

17. CITY DEPARTMENT/BUREAU

18. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen. 140/PL (7/92)

SUBMIT IN DUPLICATE

1 ENDORSEMENT NO	2 ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

5. TYPE OF INSURANCE: Errors and Omissions

6. POLICY INFORMATION

Insurer:

Policy No

Policy Period.

Retroactive Date:

Extended Discovery Period

4. NAMED INSURED

7 ___ Deductible ___ Self-insured Retention of $ _____

with a stop-loss cap of $ _____ applies to each claim.

8 Liability Limits (in thousands of dollars)

EACH CLAIM	EACH OCCURRENCE	AGGREGATE
$	$	$

9. Nature of Professional Services insured

10 **APPLICABILITY.** This insurance pertains to the following specific City Contracts or Projects:

In addition, this insurance applies to all other written agreements in force between the insured and the City unless checked here ____ in which case coverage is restricted to only the above-mentioned agreements.

11. OTHER PROVISIONS

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows.

12. **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall apply also to the liability assumed by the Insured under the contract with the City of Los Angeles as noted in item 9 above, provided that such liability results from an error, omission or negligent act of the insured.

13. **SUBCONTRACTORS.** This coverage ____ does ____ does not extend to subcontractors of the Named Insured under the contract with the City of Los Angeles.

14. **SERVICE OF SUIT.** The underwriters will submit as necessary to any court of competent jurisdiction in California and all matters arising thereunder will be determined in accordance with the law and practice of such court. Service of process may be made upon the California Insurance Commissioner, 600 South Commonwealth Avenue, Los Angeles, CA 90005 or upon. _____ _____ The above-named are authorized and directed to accept service of process on behalf of the Insurer as its true and lawful attorney and to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event that any action, suit or proceeding shall be instituted.

15. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16 CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned underwriters and by my signature hereon do so bind them to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

Insured _____ Date _____
(Contractor, Lessee, Permittee, etc.)

Agreement/Reference No. _____

A. **INSURED**

1. In order to reduce problems and time delays in providing evidence of insurance to the City of Los Angeles, you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet (Form Gen. 146) along with these instructions/endorsement forms for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

B. **INSURANCE AGENT OR BROKER**

1. The appropriate Endorsement Form shall be used. No changes in the terms of the attached Endorsement Forms will be permitted. Certificates of Insurance alone will not be accepted by the City of Los Angeles.
2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific City of Los Angeles contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form.
10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

    _____

    _____

    _____

    _____

11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. **DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSUREDS INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE CITY OF LOS ANGELES.**
13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

EXCESS/UMBRELLA LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 136 (R 7-94)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER (check one) ☐ Occurrence ☐ Claims Made

Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

6. ☐ Deductible ☐ Self-Insured Retention (check which) of $ _____

with a stop loss cap of $ _____ applies to _____ (which) coverage. ☐ Per Occurrence ☐ Per Claim.

7 **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8 TYPE OF INSURANCE

EXCESS LIABILITY (check one)	LIABILITY LIMITS IN THOUSANDS $	
	AMOUNT	EXCESS OF
( ) Following Form		
( ) Umbrella Liability		
( ) Other		

9. OTHER PROVISIONS. (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

10. APPLICABLE UNDERLYING COVERAGES

INSURANCE COMPANY	POLICY NO	LIMITS

11. CLAIMS: Insurer's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12 **ADDITIONAL INSURED.** The City of Los Angeles and its officers and employees are included as additional insureds but only as respects liability and defense of suits arising from the activities performed by or on behalf of the Named Insured.

13 **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **SEPARATION OF INSUREDS.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Insurer's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **CANCELLATION NOTICE.** If the Insurer elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Insurer will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1650 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Insurer's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

PROPERTY INSURANCE SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen 138 (R 8 95)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
-	

3. PRODUCER

Telephone

4. NAMED INSURED

5. POLICY INFORMATION: ☐ Continuous until terminated if checked

Carrier:

Policy No.:

Policy Period:

6. **COVERAGE INFORMATION**

☐ Actual Cash Value ☐ Replacement Cost

☐ Agreed Amount _____ % Coinsurance

7. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

8 TYPE OF INSURANCE

(check one)

___ PROPERTY $ _____

___ FIDELITY $ _____

___ CRIME $ _____

LIABILITY LIMITS IN THOUSANDS $	
AMOUNT OF INSURANCE	DEDUCTIBLE

9. COVERAGES / PERILS / FORMS

( ) _____

( ) _____

( ) _____

( ) _____

( ) _____

( ) _____

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

11. CLAIMS: Insurer's representative for claims pursuant to this insurance.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **LOSS PAYEE.** Loss or damage, if any, under this policy, shall be adjusted with the Named Insured and shall be paid, where applicable, to the Named Insured and to the City of Los Angeles in whatever form or capacity their interests may appear.

13. **WAIVER OF SUBROGATION.** The Company ☐ agrees, ☐ does not agree, to waive all rights of subrogation against the City of Los Angeles and its officers, agents and employees.

14. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Insurer will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1650 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Insurer's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/AGENCY

NATURE OF CITY'S INTEREST

☐ MORTGAGEE ☐ ADDITIONAL INSURED

☐ LOSS PAYEE (OTHER) _____

16. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

CITY OF LOS ANGELES
APPLICANT'S DECLARATION OF SELF-INSURANCE

It is hereby RESOLVED that

(Name and Address of Organization): _____

_____

_____

_____

which is a ☐ For-profit Corporation, ☐ Non-profit Corporation, ☐ General Partnership, ☐ Limited Partnership, ☐ Sole Proprietor, ☐ Other:_____, has a formal program to self-insure its _____ exposure in the amount of $_____ per occurrence, and $_____ annual aggregate limit, and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (CITY) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which CITY has issued a permit, lease, contract, or other agreement (hereinafter Agreement).

2. During the term of the Agreement with CITY, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with CITY. (Most recent statement is attached.)

3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide CITY at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name and Address of Applicant's Legal Counsel:	Name and Address of Applicant's Claims Representative:
_____	_____
_____	_____
_____	_____

DECLARATION

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to the City Attorney, Insurance and Bonds, 200 N. Main Street, Los Angeles, CA 90012-4168, for approval prior to the start of the operation or tenancy.

Executed this_____ day of_____, at _____
(Place)

_____ and _____.
(Signature) (Signature)

_____ and _____.
(Print Name and Title) (Print Name and Title)

Telephone: _____

Note: Two officers must sign for a corporation.

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease or agreement with the City:

21599C36

WORKERS' COMPENSATION SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

Form Gen. 137/WC (7/92)

SUBMIT IN DUPLICATE

1 ENDORSEMENT NO	2 ISSUE DATE (MM/DD/YY)

3 PRODUCER

Telephone ( )

5 POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

4 NAMED INSURED

6. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

7. TYPE OF INSURANCE

WORKERS' COMPENSATION

8. COVERAGES	LIABILITY LIMITS IN THOUSANDS $
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	STATUTORY
	$ (EACH ACCIDENT)
	$ (DISEASE-POLICY LIMIT)
	$ (DISEASE-EACH EMPLOYEE)

9 Includes (check as applicable):

☐ Waiver of Subrogation against the City.

☐ Broad Form All States Endorsement.

☐ _____

10 OTHER PROVISIONS (Optional Description of premises, operations, pertinent exclusions, special conditions, etc.)

11 CITY ATTORNEY APPROVAL (For City Attorney use only)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows. CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached

ENDORSEMENT HOLDER

13 CITY DEPARTMENT/BUREAU

14. AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required on copy furnished to the City Attorney)

Telephone: ( ) Date Signed _____

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES

Insured _____ Date _____
(Contractor, Lessee, Permittee, etc.)

Agreement/Reference No. _____

A. INSURED

1. In order to reduce problems and time delays in providing evidence of insurance to the City of Los Angeles, you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet (Form Gen. 146) along with these instructions/endorsement forms for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

B. INSURANCE AGENT OR BROKER

1. The appropriate Endorsement Form shall be used. No changes in the terms of the attached Endorsement Forms will be permitted. Certificates of Insurance alone will not be accepted by the City of Los Angeles.
2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific City of Los Angeles contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form.
10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

    _____

    _____

    _____

    _____

11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. **DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSUREDS INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE CITY OF LOS ANGELES.**
13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

Exhibit B

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

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 that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____

SIGNATURE DATE

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will 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.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

- Exhibit E

DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of $25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances.

During the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees under the agreement (including employees of subcontractors) within 10 days after execution. The list of employees shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the Office of Administrative and Research Services within 90 days of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

The contractor, lessee, licensee, or City financial assistance recipient further agrees:

(a) To pay covered employees a wage no less than the minimum initial compensation of $7.72 per hour (adjusted July 1, 2000) with health benefits, as referred to in (c) below, or otherwise $8.97 per hour (adjusted July 1, 2000), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1.
(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3);
(c) Where so elected under (a) above, to pay at least $1.25 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
(d) To inform employees making less than $12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
(e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
(f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

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

Check box only if applicable: ☐ I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City agreement.

Company Name			Signature of Officer or Authorized Representative
Company Address and Phone Number			Type or Print Name and Title
Date	Contract Number	Awarding City Department	Type of Service

Form OARS/LW-5, Rev. 7/6/00

AWARDING AUTHORITY

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Mail Stop 132 - Room 606
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE

AWARDING AUTHORITY REQUEST FOR NON-COVERAGE OR EXEMPTION

Company Name:_____Phone:_____
Company Address:_____
City:_____State:_____Zip:_____
Contract Number (if any):_____
Contract Term:_____
Dollar Amount:_____
Type of Service:_____

Please list the reason for non-coverage or exemption. Cite specific Code section(s) and subsection(s). Attach additional sheets as necessary:

_____
_____
_____
_____
_____

Please attach this form and any documentation that supports your claim for non-coverage or exemption and submit to the above referenced address.
Approval of this application exempts only the listed contractor from the Living Wage Ordinance during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor.

Name of contact person:_____ Title:_____

Department:_____ Phone:_____

Signature:_____ Date:_____

FOR OARS USE ONLY
Approved: _____ **Not Approved (See Attached):**_____
Analyst:_____ **Date:**_____

Form OARS/LW-2, Rev. 7/6/00

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less**, LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO,** LAAC 10.37.11.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient**, LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and who claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker**, shall be exempt as to all employees, except child care workers, LAAC 10.37.1(g).
   Example: L.A. Conservation Corps.

8. **Proprietary lessee or licensee having annual gross revenue of less than $207,464 (adjusted July 1, 2000) and no more than a total of seven employees**, LAAC 10.37.1(i).
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers,** LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

Form OARS/LW-10, Rev. 7/6/00

City of Los Angeles
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606 - Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

Name of Prime Contractor:_____

Company Phone Number: _____ Contact Person: _____

Awarding City Department: _____ Contract Number: _____

A contractor is required to provide to the Office of Administrative and Research Services a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SUBCONTRACTOR INFORMATION (cont.) **Page ___ of ____**

Company Name: _____ Contract No. _____ City Department: _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

_____ _____

Print Name of Person Completing This Form Signature of Person Completing This Form

_____ _____

Date Title

BIDDER/CONTRACTOR

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE
BIDDER/CONTRACTOR APPLICATION FOR NON-COVERAGE OR EXEMPTION

The Los Angeles Administrative Code, Sections 10.36 and 10.37 require City service contractors, subcontractors, financial assistance recipients, lessees and licensees, and sublessees and sublicensees to comply with the provisions of the Code. Contractors, lessees, et al may apply for consideration of non-coverage or exemption from the Ordinances.

Company Name:_____Phone:_____
Company Address:_____
City:_____State:_____Zip:_____
Department Awarding Contract:_____
Contract Number (if any):_____
Contract Term:_____
Dollar Amount:_____
Type of Service:_____

Please list the reason for non-coverage or exemption. Cite specific Code section(s) and subsection(s). Attach additional sheets as necessary: _____
_____
_____
_____

Please attach this form and any documentation that supports your claim for non-coverage or exemption and submit to the awarding department.

Approval of this application exempts only the listed contractor from the Living Wage Ordinance during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor.

Name of contact person:_____ Title: _____

Signature:_____ Date:_____

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved:_____**Not Approved:**_____**Date:** _____

Department Contact:_____**Phone:**_____

FOR OARS USE ONLY	
Approved: _____	**Not Approved (See Attached):**_____
Analyst:_____	**Date:**_____

Form OARS/LW-3, Rev. 7/6/00

Exhibit F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS
This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

_____
City/County/State

Date_____

_____
Name of Business Address

_____
Signature of Authorized Officer or Representative Print Name

_____
Title Telephone Number

CITY OF LOS ANGELES
CALIFORNIA

Exhibit G

RICHARD J. RIORDAN
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 Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 485-3514.

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

Exhibit H

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name _____ Telephone No. _____

Business Address _____

Signature _____ Title _____

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? If YES, please attach a copy	☐	☐
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? If YES, please check which form(s) of assistance	☐	☐
Level I Assistance		
Subsidized company child care center	☐	☐
Subsidized network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers of homes)	☐	☐
Level II Assistance		
Salary setaside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a "consortium center"	☐	☐
Level III Assistance		
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donation to enhance child care program	☐	☐

Other: (Describe) _____

_____

I HAVE READ AND COMPLETED:

_____

(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space

Date Filed: _____ Expiration Date: _____

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- Exhibit I

AFFIDAVIT TO ACCOMPANY PROPOSALS

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

_____, being first duly

sworn, deposes and states: That the undersigned is_____

_____(Insert "sole owner," "a partner," "president," "secretary," or other proper title) of_____

_____

(Insert name of business entity)

who submits herewith to City of Los Angeles the attached proposal;

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdrawing its proposal;

(c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(d) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:

Subscribed and sworn to before me this _____ day of

_____,20__

(Month)

_____

(Notary Public)

_____

(Signature)

_____

(Title)

_____

(Date)

PROPOSER WORKFORCE INFORMATION

PROPOSER'S NAME (Legal Name of proposing entity) _____

Headquarters Location of Firm: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Number of Employees Residing in the City of Los Angeles: _____

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

ORGANIZATION CORPORATE SEAL	This Proposal is submitted as a firm and fixed request valid and open for 90 days from the submission date. This proposal is genuine, and no sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer. To my knowledge this proposal does not duplicate facilities or services in the area that are funded by other sources of funds. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract supported by these funds. _____ _____ AUTHORIZED SIGNATURE & DATE _____ PRINT NAME & TITLE

Exhibit K

CITY OF LOS ANGELES
PURCHASING AGENT

AFFIRMATIVE ACTION

The City of Los Angeles has an Affirmative Action Program for entities doing business with the City (Los Angeles Administrative Code, Div. 10, Chapter 1, Art. 1, Sec. 10.8). In order to comply, it is necessary that the bidder complete, sign, and return with the bid, the following: (REFER AFFIRMATIVE ACTION QUESTIONS TO THE OFFICE OF CONTRACT COMPLIANCE, AFFIRMATIVE ACTION SECTION, AT (213) 847-6480.)

On All Bids Over $500 But Not Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Equal Employment Practices. (below)
2. A Completed Equal Employment Opportunity Officer Appointment. (below)

On All Bids Over $5,000:

1. A signed certification of adherence to Nondiscrimination and Affirmative Action Practices. (Form, below)
2. A completed Equal Employment Opportunity Officer Appointment. (below)
3. A completed Ethnic Composition of Total Work Force Report (Page A-2)
4. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

   Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements for Non-construction Contractors"). The city's plan on A-5 and A-6 is an approved plan requiring only signature of acceptance on Page A-2 along with the ethnic composition of total work force and submittal to be effective.

   Plan B. A trade association plan if the contractor is a member in good standing of the association, which has negotiated an Affirmative Action Plan with the Office of Contract Compliance.

   Plan C. The Bidder's own Affirmative Action Plan

Vendor's Suppliers (Subcontractors):

These same documents must be submitted for vendor's subcontractors who furnish over $5,000 of any contract awarded by the City. The Bidder shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the office of the Purchasing Agent.

ALL CERTIFICATES AND PLANS ARE EFFECTIVE FOR 12 MONTHS FROM DATE OF APPROVAL.

CERTIFICATION FOR ALL CONTRACTS

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The information contained herein is true and correct.
2. The Contractor has read the Equal Employment Practices printed on Page A-3 and certifies the practices will be adhered to in the performance of any contract over $500 but not over $5,000.
3. The Contractor has read the Affirmative Action Practices printed on Page A-4 and certifies the practices will be adhered to in the performance of any contract over $5,000.
4. The Contractor has appointed the Equal Employment Opportunity Officer as noted below.
5. NONDISCRIMINATION CLAUSE — The Contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, or physical handicap; and that all subcontracts awarded under this contract shall contain a like nondiscrimination clause.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that _____ is hereby
NAME OF APPOINTEE PRESENT TITLE

appointed as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at _____, ( ) _____ concerning matters
WORK LOCATION TELEPHONE

related to any affirmative actions taken by this firm to increase minority utilization in its employment.

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ETHNIC COMPOSITION OF TOTAL WORK FORCE

Indicate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force located at _____
ADDRESS

as of _____.
DATE

EMPLOYMENT BY ETHNIC ORIGIN, OCCUPATION, AND SEX

OCCUPATIONS	Total All Employees	MALE EMPLOYEES					FEMALE EMPLOYEES							
			MINORITY GROUPS					MINORITY GROUPS						
		Total Males	Black	Hispanic	Asian	American Indian Aleuts	Total Females	Black	Hispanic	Asian	American Indian Aleuts	Total Minority	Percent Minority	Percent Female
Officials and Managers														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Skilled Craft														
Semiskilled														
Laborers (Unskilled)														
Service Workers														
Total														
(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)														
Apprentices														
On-the-job Trainees: White Collar														
On-the-job Trainees: Production														

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS ☐ VISUAL CHECK ☐ OTHER (Specify) _____

To accept the City's Affirmative Action Plan as its own, Vendor shall fill-in the blank forms on the above section; fill-in and sign the acceptance below; and return this sheet with its bid.

VENDOR'S ACCEPTANCE OF LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

Contractor has read the Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors on Pages A-5 and A-6 and accepts all of its requirements as its basic Affirmative Action Plan.

Date: _____ _____
COMPANY NAME

_____ _____
SIGNATURE ADDRESS

_____ _____
NAME AND TITLE CITY, COUNTY, STATE, ZIP

PROVISIONS FOR CONTRACTS OF MORE THAN $500 BUT NOT OVER $5,000.

Equal Employment Practices

A. During the performance of this contract the contractor agrees and represents that it will provide equal employment practices; and the contractor and each subcontractor hereunder will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally, and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

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. The contractor or subcontractor agrees to post a copy of Paragraph A hereof, in conspicuous places at its place of business, and available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Board of Public Works Office of Contract Compliance, the contractor shall certify on a form to be supplied, that it has not discriminated in the performance of this contract against any employee or applicant for employment on the basis of or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its 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 this contract and, on their request, to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. 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 the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding, duly made, that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, 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 of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract. Such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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."

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PROVISIONS FOR CONTRACTS OF MORE THAN $5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

1. This provision applies to work or services 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. The contractor or subcontractor 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. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age, sexual orientation, or physical handicap.

D. The contractor shall permit access to the awarding authority or the Office of Contract Compliance, and may be required to provide certified copies of all records pertaining to employment and employment practices, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. 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 except upon a full and fair hearing, after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made, that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the awarding authority; and all monies due or to become due hereunder may be fowarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

F.(1). In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction, that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules, regulations, and forms for the implementation of the Affirmative Action Program of this contract. Rules, regulations, and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules and regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

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 its bid is submitted, the contractor shall submit an **AFFIRMATIVE ACTION PLAN** to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward conference in order to develop, improve, or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J.(1). Every contract or subcontract in excess of $5,000 which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J.(2). A contractor may establish and adopt as its own Affirmative Action Plan, a plan prepared and furnished by the Office of Contract Compliance, by affixing his signature thereto.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works Office of Contract Compliance, may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade association shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed approved Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract awarded for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward conference which may be required by the Board of Public Works Office of Contract Compliance, or the awarding authority shall, without limitation as to the subject or nature of employment actively, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided however, that any contract subject to this ordinance shall require the contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and

6. The entry of qualified women and minority journeymen into the industry;

7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action contract compliance program in purchasing and construction shall be accomplished by either or both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at its discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any agency, board, or commission thereof, any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors, or suppliers engaged in the performance of City contracts.

LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code to the contrary, every nonconstruction contract involving an expenditure in excess of $5,000 of City funds except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9 (a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as its affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of $5,000, unless it has submitted as part of its bid a written affirmative action plan embodying both (1) goals and timetables of minority personnel utilization, (Members of "Minority Groups" include women and any person or group described by race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap) and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and time tables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and, as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas, but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category, provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	**Females**
Until further notice	21%	21%

Where work is performed outside the County of Los Angeles, the goals shall be equivalent to 50% of the minority and 50% of the female population in the vendor's geographical area (Standard Metropolitan Statistical Area (SMSA) formula) applied to each occupational category; however, the female goal shall not exceed 21%.

In the event that under a contract which is subject to these bid conditions, any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the goals for the last year shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables, or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, sexual orientation, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that it shall immediately make a good faith effort to include within its employ, said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force, if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

(a) The Contractor shall recruit and make efforts to obtain minorities through:
  (1) Advertising employment opportunities in minority community news media;
  (2) Notifying minority community organizations of employment opportunities;
  (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
  (4) Encouraging present minority employees to refer their friends and relatives;
  (5) Promoting after school and vacation employment opportunities for minority youth;
  (6) Validating all employment specifications, selection requirements, tests, etc.;
  (7) Maintaining a file of the names and addresses of each minority worker referred to the Contractor and what action it took concerning such worker; and
  (8) Notifying the appropriate awarding authority of the City in writing when a union with whom it has a collective bargaining agreement has failed to refer a minority worker to it.

(b) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

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(c) The Contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.

(d) The Contractor shall secure cooperation or compliance from the labor referral agency to its contractual affirmative action obligations.

(e) The Contractor shall establish a person at the management level of the contracting entity to be its Equal Employment Opportunity Officer; such individual to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

(f) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

a. The Contractor shall advertise invitations for subcontractor bids in minority community news media.

b. The Contractor shall contact minority contractor organizations for referral of prospective subcontractors.

c. The Contractor shall contact any other source likely to yield qualified minority contractors and vendors.

d. The Contractor shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

a. Recruit and refer minority employees to such programs.

b. Establish training programs within its company and/or its association that will prepare minority employees for advancement opportunities.

c. Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all its employees, subcontractors, vendors, unions, and all others with whom it may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with its affirmative action obligations, the Contractor or subcontractor shall document its good faith effort to comply with the requirements by the following procedure:

a. The Contractor shall state the nature of the problem;

b. The Contractor shall state what it attempted to do, how, and on what date;

c. The Contractor shall state to whom its efforts were directed;

d. The Contractor shall state the response received and the date;

e. The Contractor shall state what other steps it has taken or will take to comply and when;

f. The Contractor shall state why it has been or will be unable to comply.

8. The Contractor and each of its known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of its known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or its subcontractors has failed to comply with the Affirmative Action requirements contained in the section any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

Part A

Exhibit M

CERTIFICATION REGARDING COMPLIANCE WITH THE CITY CONTRACTING POLICY ON BURMA (MYANMAR)

The undersigned certified under the penalty of perjury that:

- The Contractor/Borrower/Agency (hereafter Contractor):

  Check one:

  ____ is in compliance with and will continue to comply with the City of Los Angeles' Contracting Policy on Burma (Myanmar), Los Angeles Administrative Code (LAAC) Section 10.38 et.seq.

  ____ is not in compliance because the contractor is doing business in the following manner:

  _____ (a) is owned or owns a company that does business with Burma (Myanmar); or
  _____ (b) does business with the government or Burma (Myanmar); or
  _____ (c) does business in Burma (Myanmar) with private Businesses located there; or
  _____ (d) is an exclusive distributor of a company that does business with the government of Burma or that is located in Burma (Myanmar).

  qualifies for an exemption (See Part B)

- The contractor acknowledges that if the City determines that the Contractor was ineligible at the time of entering the agreement or later became ineligible, the City has the right to terminate the contract and/or to refuse payment for goods received or services performed under the agreement.

- This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER _____

CONTRACTOR _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

_____

SIGNATURE OF CONTRACTOR _____ **DATE** _____

SIGNATURE OF DEPARTMENT HEAD _____ **DATE** _____

34053b67

BURMA (MYANMAR) ORDINANCE EXEMPTIONS

Under Section 10.38.4 of Los Angeles Administrative Code (the Burma (Myanmar) OrdinanceC.F.97-1861), the following are the only circumstances under which contracting with persons or entities that do business in or with Burma (Myanmar) is permissible. These exemptions consist of contracts that:

- Would disqualify all, or all except for one bidder;
- Are for news publication services; international transportation services; international long distance telephone, telegraph and mail services, so long as domestic service within Burma(Myanmar) is not provided;
- Would result in a significant loss of quality or significant additional costs to the City;
- Are for purchases $500 or less;
- Are for expenses incurred by City employees while traveling on City business, except for lodging expenses;
- Are for proprietary products, copyrighted material and for replacement parts and services available only from one manufacturer for which substitutes cannot be found; and
- Are determined by the City council to be contrary to the best interests of the City, based on findings that provide the nature of the proposed contract, the interests being protected, alternatives available to the City (if any), and the manner in which granting the exemption protects the health, safety and welfare of the City's citizens, employees or treasury.

EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)

BIDDER/PROPOSER PACKAGE

1. Equal Benefits Ordinance RFP Requirements
2. Equal Benefits Ordinance Summary: Questions and Answers
3. Certification of Compliance - Form CAO/EBO-1
   (Must be submitted with the bid or proposal response)
4. Reasonable Measures Application - Form CAO/EBO-2
   (Must be submitted with the bid or proposal if the proposer is requesting this method of compliance)
5. Provisional Compliance - Form CAO/EBO-3
   (Must be submitted with the bid or proposal if the proposer is requesting provisional compliance status)
6. Subcontractor Information Form - Form CAO/LW-18
   (Must be submitted by the selected proposer within 10 days of execution of the City agreement. All subsontractors performing work on the City agreement must also submit a separate Certification of Compliance - Form CAO/EBO-1)
7. Equal Benefits Ordinance (LAAC, Section 10.8.2.1) and Amendments

EQUAL BENEFITS ORDINANCE

As a condition of being awarded an agreement with the City of Los Angeles, the selected proposer shall be required, during the performance of the agreement, to comply with the City's non-discrimination provisions, Los Angeles Administrative Code, Section 10.8.2(a), as well as the applicable provisions of the Equal Benefits Ordinance (EBO) as set forth in Los Angeles Administrative Code Section 10.8.2.1 *et seq.*, including any future amendments.

Non-Discrimination

Under the City's non-discrimination provision, the selected proposer, during the performance of the City agreement, may not discriminate in his employment practices against any employee or applicant for employment because of the person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

The Equal Benefits Ordinance

The EBO covers any City agreement over $5,000.00. This includes agreements for services, the purchase of goods, construction, and leases. If the selected proposer is awarded an agreement with the City, the EBO requires that during the performance of the City agreement, the contractor will provide equal benefits to its employees with spouses and employees with domestic partners. The contractor must certify that it will end discrimination in the provision of benefits and post a copy of that pledge in a conspicuous place. The contractor must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The requirements of the EBO apply to the following:

- the contractor who has an agreement with the City of Los Angeles
- all of the contractor's other operations located within City limits, even if those other operations do not perform work on the City agreement
- any of the contractor's other operations located elsewhere in the United States if the operation is on property owned by the City or on property that the City has a right to occupy, or if the work being performed at the location is being performed for the City
- to subcontractor operations if the subcontractor performs work on the City agreement

Agreements with Subcontractors

The EBO requires that all subcontracts awarded under the City agreement state that the subcontractor must comply with all requirements of the Ordinance, including the reporting and filing requirements. Additionally, the non-discrimination provision of Section 10.8.2 of the Los Angeles Administrative Code requires that all subcontracting agreements must contain a provision requiring the subcontractor to comply with the non-discrimination provision of the Los Angeles Administrative Code, Section 10.8.2(a).

Compliance with the EBO

If the selected contractor or any subcontractor fails to comply with the EBO during the performance of the agreement, the contractor may be deemed to be in material breach of the City agreement. In such cases, the City may cancel, terminate, or suspend the City agreement, in whole or in part. The City may also retain money due to the contractor, deem the contractor an irresponsible bidder and disqualified from contracting with the City for a period of two years, or pursue any other available remedy.

Certification, Filing and Reporting Requirements

Along with the requirements summarized above and those contained in the EBO, the proposers must also comply with reporting requirements.

1. Responding to the bid or proposal request: When responding to a bid or proposal request, the proposer must submit the Certification of Compliance (Form CAO/EBO-1), and, if appropriate, the Reasonable Measures Certification (Form CAO/EBO-2) or the Provisional Compliance Certification (Form CAO/EBO-3). The form(s) must accompany the response to the bid or proposal request. The supporting documentation required in the form(s) need not be submitted until the proposer has been informed that it has been awarded the City agreement.

2. Prior to Execution of the Agreement: Upon notification that a proposer has been awarded an agreement, the selected proposer must submit to the Office of the City Administrative Officer (CAO) all documentation required in the certification form(s). No agreement with the City will be executed until the CAO has determined that the selected proposer is in compliance with the EBO.

3. After Execution of the Agreement: Within 10 days of execution of the City agreement, the contractor must submit the Subcontractor Information Form (Form CAO/LWO-18) listing all subcontractors who are working on the agreement. The Subcontractor Information Form may also be used to comply with the reporting requirements of the Living Wage Ordinance, LAAC 10.37 *et seq.* The contractor is responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance after the execution of each subcontracting agreement.

CITY OF LOS ANGELES
Equal Benefits Ordinance
(Los Angeles Administrative Code Section 10.8.2.1)

What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

What types of agreements are covered by the Ordinance?

The Ordinance covers any City agreement over $5,000.00. This includes agreements for services, the purchase of goods, construction, and leases.

When does the Ordinance become applicable?

The Ordinance applies to agreements executed after January 1, 2000.

Are agreements entered into before the effective date of the Ordinance affected?

Agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy
- Any of the contractor's operation located elsewhere in the United States if the work being performed at the location is being performed for the City.

What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- certify that equal benefits will be provided to employees with spouses and to employees with domestic partners
- post a copy of the pledge in an area frequented by employees
- allow the City access to records so that the City can verify compliance with the Ordinance.

Are subcontractors also covered?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the City agreement. The subcontracting agreement must include a requirement that the subcontractor will comply with all requirements of the Ordinance, including reporting and filing requirements. Under the Ordinance, the contractor is responsible for the subcontractor's compliance.

What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

How does the Ordinance define a "domestic partner"?

"Domestic partner" means any person whose domestic partnership has been registered with a governmental entity pursuant to state or local law, or pursuant to an internal register maintained by the City contractor.

What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. Also, the contractor may pay the employee with a domestic partner a cash amount equal to the amount the contractor would spend in providing the benefit to a spouse of an employee. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

What happens if a contractor is found to be in violation of the Ordinance?

The contractor may be deemed to be in material breach of the City agreement. When that happens, the City may take the following steps:

- the agreement may be canceled, terminated, or suspended, in whole or in part
- the City may also retain money due to the contractor
- the contractor may be deemed an irresponsible bidder and disqualified from contracting with the City for a period of two years
- the City may pursue other legal remedies

What happens if a subcontractor is found to be in violation of the Ordinance?

Because the contractor is responsible for making sure that all its subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation.

Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the City Administrative Officer for a waiver in the following situations:

- the contractor is the sole source provider of a needed good or service
- the contractor is the only bidder or contractor willing to enter into an agreement with the City
- the agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available
- the agreement involves specialized litigation
- the contractor is a public entity providing a good, service, or access to real property that is not available from any other source
- the contractor is a public entity and the good or service is necessary to serve a public interest
- the application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency
- the agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available
- the agreement is for a bulk purchasing agreement through federal, state, or regional entities that reduce the City's purchasing cost
- the agreement involves providing water and power to or on behalf of the Department of Water and Power and the Department determines that certain criteria are met

What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) in effect prior to the effective date of the Ordinance. If the CBA is subsequently amended, extended, or otherwise modified, the contractor must incorporate the requirements of the Ordinance into the collective bargaining agreement.

Who is responsible for administering and enforcing the requirements of the Ordinance?

The Office of the City Administrative Officer.

Office of the City Administrative Officer
111 North Hope Street, Room 625
Los Angeles, CA 90012
Phone: (213) 367-5077 - FAX: (213) 367-5081

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 3 of the Certification of Compliance with Equal Benefits Ordinance (CAO/EBO-1) requires that you submit supporting documentation to the Office of the City Administrative Officer to verify that all benefits marked in your answer to Question D are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed. Documentation should be submitted to the above address.

☐ **Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as opposite-sex partners so that the definition of "domestic partner" contained in the plan document must include same-sex partners.

☐ **Pension (including 401k plans):** The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre-retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

☐ **Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

☐ **Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

☐ **Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

☐ **Employee Assistance Program:** Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

☐ **Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

☐ **Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

☐ **Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

☐ **Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

☐ **Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.

_____

_____

_____

CITY OF LOS ANGELES **COMPLIANCE**
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR INFORMATION

Company Name: _____ Phone: _____
Company Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____
I am a one-person contractor, and I have no employees. ❑ Yes ❑ No *(if you answered "Yes," go to Section 5)*
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

Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners
For Questions B and C, answer "YES" even if your employee must pay for some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees? ❑ Yes ❑ No
If you answered "No," go to Section 5 (page 2 of this form), complete and sign this form filling in all items requested. If you answered "Yes," then continue onto Question B.

B. Does your company pay for or make available at the employee's expense any benefits to the spouse of an employee? ❑ Yes ❑ No

C. Does your company pay for or make available at the employee's expense any benefits to the domestic partner of an employee? ❑ Yes ❑ No

If you answered "NO" to both Questions B and C, go to Section 5 (Page 2 of this form), complete and sign the form, filling in all items requested.
If you answered "YES" to either or both Questions B and C, please continue to Questions D.

D. Check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. 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; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

	BENEFIT	Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health	❑	❑	❑
2	Dental	❑	❑	❑
3	Vision	❑	❑	❑
4	Pension	❑	❑	❑
5	Bereavement Leave	❑	❑	❑
6	Family Leave	❑	❑	❑
7	Parental Leave	❑	❑	❑
8	Employee Assistance Program	❑	❑	❑
9	Relocation & Travel	❑	❑	❑
10	Company Discount, Facilities & Events	❑	❑	❑
11	Credit Union	❑	❑	❑
12	Child Care	❑	❑	❑
13	Other:	❑	❑	❑
14	Other:	❑	❑	❑

Section 2. (continued)

E. If you answered "YES" to Questions B or C, and in D indicated that you do not provide all benefits equally to employees with spouses and employees with domestic partners, you may still comply with Equal Benefits Ordinance if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so with respect to a particular benefit, and agree to provide employees with a cash equivalent. **This form of compliance is only available to those contractors who demonstrate that it is not possible to end discrimination in the provision of a particular benefit To comply on this basis, you must also submit a completed Reasonable Measures Application, Form OARS/EBO-2 and have it approved by the Office of Administrative and Research Services (OARS).**

1. Have you taken all reasonable measures to provide benefits equally? ❑ Yes ❑ No
2. Do you agree to provide a cash equivalent?* ❑ Yes ❑ No
3. Have you attached a completed Reasonable Measures Application to this Form? ❑ Yes ❑ No

* 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.

SECTION 3. REQUIRED DOCUMENTATION

You must submit supporting documentation to verify each benefit marked in Question D. Without proper documentation, your company cannot be certified as complying with LAAC Section 10.8.2.1. For example, to document medical insurance, you must submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

SECTION 4. SUBCONTRACTOR COMPLIANCE

You must submit the Subcontractor Information Form (Form OARS/LW-18) within 10 days of execution of each City agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance (Form OARS/EBO-1) within 30 days of execution of each subcontract.

SECTION 5. EXECUTE THE CERTIFICATION AND SUBMIT THE FORM

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 id/proposal to the awarding department. The department will forward the form to the Office of Administrative and Research Services.

CERTIFICATION

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 _____day of _____ in the year _____, at _____, _____
(City) (State)

_____ _____
Signature Mailing Address

_____ _____
Name of Signatory (please print) City, State, Zip Code

_____ _____
Title Federal ID or Social Security Number

FOR OARS USE ONLY
Non-Compliant: _____ The department may not execute the agreement with this contractor.
One-Person Contractor:_____ Full Compliance:_____ Reasonable Measures:_____
Provisional Compliance Category: _____ Full Compliance by Date: _____
Analyst: _____ Date: _____

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

REASONABLE MEASURES APPLICATION FOR EQUAL BENEFITS ORDINANCE

Submit this form and supporting documentation to the Office of Administrative and Research Services (OARS) (along with Form OARS/EBO-1) **ONLY IF** all the following are true:

1. You have taken all reasonable measures to end discrimination in benefits; and
2. You are unable to do so; and
3. You intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;

2. The dates on which such benefits providers were contacted;

3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and

4. Any other information you feel is relevant in documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

CERTIFICATION

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 _____ day of _____, in the year _____, at _____ (City), _____ (State)

Name of Company (please print)	Mailing Address of Company
Signature	City, State, Zip Code
Name of Signatory (please print)	Telephone Number
Title	Federal ID Number or Social Security Number

This form and the EBO Certification of Compliance must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit the forms with the bid/proposal.

DEFINITION OF TERMS

A. REASONABLE MEASURES

The Office of Administrative and Research Services (OARS) will determine whether a City Contractor has taken all reasonable measures upon review of Form OARS/EBO-2 and attached compelling documentation provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;

2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and

3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVELANT

"Cash equivalent" means the amount of money paid to an employee by a City Contractor who, despite taking all reasonable measures, is unable to end discrimination in benefits. The cash equivalent shall be the amount of money paid by the City Contractor for the benefit given to a similarly situated employee.[1] To the extent that a City Contractor limits the availability of any benefit to the spouses of employees, or vice versa, the availability of a cash equivalent may be similarly limited.[2] The cash equivalent payment shall be made either on the same schedule as the City Contractor uses for the benefit given to employees with spouses, or, if no such schedule exists, on another schedule so long as such payment is made no less than once per month. No cash equivalent payment will be required where making such a payment would violate federal or state law.

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[1] The following scenario is provided as an example of similarly situated employees: A City Contractor with locations in Dallas, TX and Bridgeport, CT, offers spousal health insurance to its employees. After taking all reasonable measures, the City Contractor is still unable to provide health insurance for the domestic partners of its employees. The cash equivalent it would pay to its Bridgeport employees would be the amount of money paid by the City Contractor for benefits given to its employees with spouses in Bridgeport; the cash equivalent the City Contractor would pay to its Dallas employees would be the amount of money paid by the City Contractor for benefits given to employees with spouses in Dallas.

[2] The following scenario is provided as an example of limiting the availability of a cash equivalent: A City Contractor limits the availability of spousal health insurance coverage to only those spouses who are not already covered by their own employer's health insurance plan. This City Contractor is unable to provide health insurance to the domestic partners of its employees and instead offers a cash equivalent. This City Contractor may limit the availability of a cash equivalent payment to only those employee's whose domestic partners are not already covered by their own employer's health insurance plan.

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

Contractors entering into a City contract or bidding on a City contract who need more time to incorporate the requirements of the Equal Benefits Ordinance ("EBO") into their operations may submit this form, and supporting documentation, to the Office of Administrative and Research Services (along with the EBO Compliance Form OARS/EBO-1). The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

_____ A. OPEN ENROLLMENT

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

Date next benefits plan year begins: _____ Date equal benefits will be available: _____

Reason that additional time is needed: _____

Efforts being undertaken to end discrimination of benefits (attach supporting documentation) : _____

_____ B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the Office of Administrative and Research Services or the Office of Administrative and Research Services' designee, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps needed and dates to be achieved (attach supporting documentation): _____

If requesting extension beyond three months, explain basis and attach supporting documentation: _____

_____ C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) ("CBA") where **all** of the following conditions have been met:

1. The provision of benefits is governed by one or more CBA(s);
2. the Contractor takes all reasonable measures to end discrimination in benefits by requesting that the Union(s) involved allow the Contractor incorporate the EBO into the CBA without having to reopen negotiations;
3. In the event that the Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the Contractor agrees to incorporate the requirements of the EBO into the CBA when the CBA is renegotiated, extended, or modified, whichever occurs first; and
4. For benefits not governed by a CBA, the Contractor agrees to provide those benefits in accordance with the requirements of the EBO.

To qualify under this provision, the Contractor must submit along with this form, the following documentation:

1. A copy of the CBA(s);
2. A listing of the benefits governed by the CBA(s) and for which an extension of time is requested;
3. A listing of the benefits that are not covered by the CBA, if any; and
4. Documentation verifying that the Contractor has taken reasonable measures to end discrimination in benefits. (For example, correspondence with the Union(s) involved.)

CERTIFICATION

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 _____day of _____, in the year _____, at _____ (City), _____ (State)

Name of Company (please print)	Mailing Address of Company
Signature	City, State, Zip
Name of Signatory (please print)	Telephone Number
Title	Federal ID or Social Security Number

This form and the EBO Certification of Compliance must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit the forms with the bid/proposal.

FOR OARS USE ONLY
Provisional Compliance Category: _____ **Full Compliance by Date:** _____
Analyst: _____ **Date:** _____

Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Tel: (213) 485-3514 - Fax: (213) 485-0672

Name of Prime Contractor: _____

Company Phone Number: _____ Contact Person: _____

Awarding City Department _____ Contract Number: _____

A contractor is required to provide to the Office of Administrative and Research Services a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

☐ **I have no subcontractors working on this City contract.**

SUBCONTRACTOR INFORMATION FORM

Subcontractor:	Phone Number:	
Address:	Contract Term:	
Contact person:	Dollar Amount:	
Purpose of Agreement:		
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____	No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____	No _____

Subcontractor:	Phone Number:	
Address:	Contract Term:	
Contact person:	Dollar Amount:	
Purpose of Agreement:		
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____	No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____	No _____

Subcontractor:	Phone Number:	
Address:	Contract Term:	
Contact person:	Dollar Amount:	
Purpose of Agreement:		
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____	No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____	No _____

Company Name: _____ Contract No. _____ City Department _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor:	Phone Number:
Address:	Contract Term:
Contact person:	Dollar Amount:
Purpose of Agreement:	
Is this subcontractor organized under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Print Name of Person Completing This Form

Signature of Person Completing This Form

Date

Title

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement made and entered into this _____, 2001, by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties."

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, in February 2001, the Council of the City accepted funding through the State Budget Act FY2000-01 for the development and implementation of the **Community Law Enforcement and Recovery(CLEAR) Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Gang Intervention Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon July 1, 2000 and shall expire on February 28, 2002, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department,

respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of $2,201,804 (funding through the State Budget Act FY2000-01), of which $550,000 is for the Sheriff's Department, $920,415 is for the District Attorney, and $731,389 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit A.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

5.2 All invoices under this Agreement shall be submitted to the following address:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
200 North Main Street
Room 700, City Hall East
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services, or supplies/equipment (as described in Exhibit A) for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

6.1 The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given, are as follows:

For the City:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
200 North Main Street, Room 700 City Hall East
Los Angeles, California 90012

For the the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Janet Moore, Director
D.A.'s Hardcore Gang Unit
Los Angeles County District's Attorney's Office

Captain Willie Miller, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or her designee:

Kathleen O'Leary Lefferman, Program Coordinator
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change which affects the scope of work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City

and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to the indemnifying party's and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to indemnifying party's and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g. City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Probation Director, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: _____, 2001

By _____
Lee Baca
Sheriff

Date: _____, 2001

By _____
Richard Shumsky
Probation Director

Date: _____, 2001

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

By _____
Sr. Deputy County Counsel

Date: _____, 2001

CITY OF LOS ANGELES
a municipal corporation

By _____
RICHARD J. RIORDAN
Mayor

Date: _____, 2001

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____, 2001

JAMES K. HAHN
City Attorney

By _____
Assistant City Attorney

Date: _____, 2001

DOCID 95-1812-S1
STATUS C
CHNGDATE 6/12/2002
TITLE CITY'S YOUTH PROGRAM
AUTHOR City Administrative Officer 0220-03277-0000
SUBJECT Request Council approve report regarding current programs for Youth, Departmental
coordination issues and City resources.
NEW COUNCIL FILE 01-0318

DATEREC 2/5/1996

ACTIONS 2-5-96 - For ref - File to Ad Hoc Committee Clerk on Gangs and Juvenile Justice per request
2-5-96 - Chief Legislative Analyst (CLA) report re: Programs addressing gang violence - to Ad Hoc Comtmittee Clerk on Gangs and Juvenile Justice per req
2-7-96 - Received Handbook re: What You Need to Know about Gangs and Drugs - to Ad Hoc Committee Clerk on Gangs and Juvenile Justice
2-21-96 - Received CDD transmittal re: Additional Informational requested by the Ad Hoc Committee on Gangs and Juvenile Justice - to Ad Hoc Committee Clerk on Gangs and Juvenile Justice
2-22-96 - Chief Legislative Analyst (CLA) (WAS 96-02-0251) report regarding Summary and Recommendations - to Ad Hoc Committee Clerk on Gangs and Juvenile Justice
3-7-96 - City Administrative Officer (CAO) Transmittal report regarding Allocations of funds for youth programs and program evaluations - to Ad Hoc Committee Clerk on Gangs and Juvenile Justice.
8-16-96 - Left on Desk
8-20-96 - CONTINUED TO August 23, 1996
8-23-96 - Ad Hoc Committee on Gangs and Juvenile Justice report ADOPTED, SUBJECT TO APPROVAL OF MAYOR to:
1. APPROVE the submission of a Grant Application in the amount of $1 million for the City/County Collaborative Anti-Gang Initiative.
2. AUTHORIZE the Mayor to execute the award and the corresponding certifications and assurances on behalf of the City; and to submit the application to the United States Department of Justice, Community Oriented Policing Services (COPS) Office to support the Community Law Enforcement and Recovery (CLEAR) Program.
3. REQUEST the Mayor's Office of Criminal Justice Planning to prepare a Memorandum of Understanding (MOU) bet the City and the County of LA, to provide for implementation of the CLEAR Program, and transmit the Memorandum of Understanding (MOU) to Council for approval.
4. INSTRUCT Controller to establish a fund for the City / County Collaborative
Anti-Gang Initiative, to provide for receipt and disbursements of grant funds.
8-27-96 - File to Mayor FORTHWITH
8-29-96 - Mayor's message concurred in action of August 23, 1996
9-5-96 - File to Ad Hoc Committee on Gangs and Juvenile Justice Clerk OK
9-6-96 - File in files
11-14-96 - For ref - Mayor - Request Council consider three Memoranda of Agreement between the City of Los Angeles and the County of Los Angeles to provide for the development and implementation of the CLEAR Anti-Gang Initiative.
11-14-96 - Ref to Public Safety Committee
11-15-96 - File to Public Safety Committee Clerk
11-19-96 - Received City Administrative Officer (CAO) 0220-03277-0002 report re: Community Law Enforcement and Recovery (CLEAR) Anti-Gang

Initiative Grant Program - to Public Safety Committee Clerk
12-11-96 - Public Safety, Personnel, and Budget and Finance Committees report ADOPTED, SUBJECT TO APPROVAL OF THE MAYOR:
1. APPROVE and AUTHORIZE the Mayor to execute the three CLEAR Program Memo of Agreement (MOA) on behalf of the City for the period of June 1, 1996 thru May 31, 1997 with LA County Sheriff's Department in the amt of $300,090; with the District Atty's Office in the amount of $168,862; and with the Probation Department in the amt of $142,070, subject to approval of the City Attorney as to form and legality.
2. DETERMINE, in accordance with Charter Section 126, that the work set forth in the proposed Request For Proposal (RFP) to contract for a vendor to perform a Case Study Evaluation of the CLEAR Program can be performed more feasibly by an independent contractor than by City employees because the work is of a limited scope and duration and because an independent review is required by the project grantor.
3. AUTHORIZE the Director, Mayor's Office of Criminal Justice Planning (OCJP) to release an Request For Proposal (RFP) for the Case Study Evaluation required by the CLEAR Program grant, review proposals received in response to the Request For Proposal (RFP), and return to Council with a recommendation selection from the Request For Proposal (RFP) respondents.
4. RESOLVE that the following positions within the City Attorney's Office for the period of June 1, 1996 thru May 31, 1997, are APPROVED Seven (7) CONFIRMED:
2 Deputy City Attorney, Code 0552
5. TRANSFER $301,568 from the Reserve Fund to the Unappropriated Balance, and appropriate therefor, as an advance to be reimbursed to the Reserve Fund upon the receipt of grant funds as indicated in the report.
12-12-96 - File to Mayor FORTHWITH
12-16-96 - Mayor's message concurred in action of December 11, 1996
12-18-96 - File to Public Safety, Personnel, and Budget and Finance Committees OK
12-19-96 - File in files
12-23-96 - File to Nadine Shimoji - Mayor - 54425
1-10-97 - File in files
5-7-97 - For ref - Mayor - Request Council approve the transmittal of proposal and subcontract for Lodestar Management to conduct a Case Study of the CLEAR (Community Law Enforcement and Recovery) Anti-Gang Initiative funded by the President's Anti-Gang Initiative Grant Award.
5-13-97 - Ref to Ad Hoc Committee on Gangs and Juvenile Justice
5-14-97 - File to Ad Hoc Committee on Gangs and Juvenile Justice
6-4-97 - Motion ADOPTED to APPROVE communication recommendation from Public Safety Committee, SUBJECT TO APPROVAL OF THE MAYOR:
1. APPROVE the Subagreement bet the City and Lodestar Management, Inc. to conduct a Case Study Evaluation of the CLEAR Program at a cost of $25,000, for the period of May 15, 1997 through November 31, 1997, subject to approval of the City Risk Manager and the City Attorney as to form and legality.
2. AUTHORIZE the Mayor to execute the Subagreement, on behalf of the City, & enter into a contract with Lodestar Management, Inc. for an amt that is less than or equal to the amt designated in the grant ($25,000).
3. REQUEST that the Mayor's Office of Criminal Justice Planning (OCJP) report back to the Public Safety Committee upon the completion of Lodestar Management's Case Study Evaluation of the CLEAR program.
6-9-97 - File to Mayor
6-17-97 - Mayor's message concurred in action of June 4, 1997
6-24-97 - File to Public Safety Committee Clerk OK
6-26-97 - File in files
4-6-98 - For ref - Mayor - Request Council approve Case Study of the Los Angeles City / County Anti-Gang Initiative and the Community Law Enforcement and Recovery Program Funding under AB 853 to continue and expand the City / County CLEAR (Community Law Enforcement and Recovery)

Anti-Gang Initiative Program.
4-9-98 - Ref to Public Safety, Personnel and Budget and Finance Committee
4-10-98 - File to Public Safety Committee Clerk
5-1-98 - City Administrative Officer (CAO) 0220-03277-0004 transmittal regarding Community Law Enforcement and Recovery Anti Gang Initiative Grant Program - to Public Safety Committee Clerk
6-3-98 - Budget and Finance Committee report ADOPTED, SUBJECT TO APPROVAL OF MAYOR:
1. CONCUR in recomendations #1, and #4-11 in the report of the Public Safety Committee in their report dated May 27, 1998.
2. RESOLVE that the following positions in the Police Department, retroactive to April 1, 1998, and thru March 31, 1999, are APPROVED:

No.	Code	Classification
1	2227-1	Police Sergeant I
1	2227-2	Police Sergeant II
1	2223-2	Police Detective II

3. RESOLVE that the following positions in the City Attorney's Office, retroactive to April 1, 1998, and through March 31, 1999, are APPROVED.

No.	Code	Classification
2	0551	Deputy City Atty II
2	0552	Deputy City Atty III
3	0562	Law Clerk
1	0565	Legal Asst

6-10-98 - File to Mayor
6-15-98 - Mayor's message concurred in action of June 3, 1998
6-16-98 - File to Budget and Finance Committee Clerk OK
6-18-98 - File in files
6-23-98 - File to Nadine Shinogi - Mayor - 54425
7-1-98 - File to Calendar Clerk
7-1-98 - Verbal Motion - Feuer Mover 1998 - Goldberg - ADOPTED - HEREBY MOVE that Council ADOPT the following recommendations on today's Council agenda relative to the Los Angeles City / County Anti-Gang Initiative and the Community Law Enforcement and Recovery (CLEAR) program funding in the amt of $1.2 million, subject to approval of the Mayor:
AUTHORIZE the Controller to transfer $806,664 from the Local Law Enforcement Block Grant to the Unappropriated Balance and appropriate therefrom to the General Fund No 100, as state in motion. (Pursuant to adoption of Budget and Finance report on June 3, 1998).
7-2-98 - File to Mayor FORTHWITH
7-6-98 - Mayor's Message concurred in action of July 1, 1998
7-8-98 - File in files
7-24-98 - For ref - Mayor - Request Council approve a Grant Application to the National Institute of Justice which proposes that the Police Department work with Lodestar Management Research, Inc. to evaluate the law enforcement - community collaboration of the second year of the innovative Community Law Enforcement and Recovery (CLEAR) Program. The application requests funding in the amount of $134,603 for the period October 1, 1998 through January 31, 2000
7-27-98 - Ref to Public Safety Committee
7-28-98 - File to Public Safety Committee Clerk
8-21-98 - This days Council session - Communication recommendation from Public Safety Committee, subject to the approval of the Mayor to:
1. APPROVE the accompanying grant application to the National Institute of Justice for the Law Enforcement - Community Problem Solving Project in the amt of $134,603 for the period October 1, 1998 through January 31, 2000.
2. AUTHORIZE the Director, Mayor's Office of Criminal Justice Planning to execute the accompanying grant application on behalf of the City, subject to approval of the City Attorney as to form and legality.
8-21-98 - File to Calender Clerk for placement on next available Council agenda
9-8-98 - Communication ADOPTED

9-10-98 - File to Mayor
9-11-98 - Mayor's message concurred in action of September 8, 1998
9-16-98 - File to Public Safety Committee Clerk OK
9-21-98 - File in files
5-3-99 - For ref - Mayor - Request Council approve funding of $9 million through the State Budget Fiscal Year 1998-1999 and $3 million through the U.S. Department of Justice to implement Year III of the City / County CLEAR (Community Law Enforcement and Recovery) Program.
5-5-99 -Ref to Public Safety, Personnel and Budget and Finance Committees
5-6-99 - File to Public Safety Committee Clerk
6-4-99 - City Administrative Officer (CAO) 0220-30277-0008 report received regarding Community Law Enforcement and Recovery (CLEAR) Anti-gang Initiative Program - to Public Safety Committee Clerk
6-11-99 - File to Personnel Committee Clerk per Public Safety Committee Clerk letter
6-30-99 - Budget and Finance Committee report ADOPTED, SUBJECT TO APPROVAL OF MAYOR:
1. RECEIVE and FILE the Case Study Update through September 1998 of the Los Angeles City and County Anti-Gang Initiative, the Community Law Enforcement and Recovery (CLEAR) Program, inasmuch as this report was submitted for informational purposes only.
2. RESOLVE that Employment Authority for the following positions in the Police Department for the period April 1, 1999 through June 30, 1999 and, in accordance with Section 4.133 of the Administrative Code, from July 1, 1999 through June 30, 2000,IS APPROVED:

No.	Code	Classification
2	2227-2	Police Sergeant II
1	2223-2	Police Detective II

3. RESOLVE that Employment Authority for the following positions in the City Attorney's Office, for the period April 1, 1999 through June 30, 1999, and, in accordance with Section 4.133 of the Administrative Code, from July 1, 1999 through June 30, 2000, IS APROVED:

No.	Code	Classification
2	0551	Deputy City Attorney II
2	0552	Deputy City Attorney III
3	0562	Law Clerk
1	0565	Legal Assistant

4. ACCEPT funding in the amount of $9,000,000 under the State Budget Act of Fiscal Year 1998-1999 and $3,000,000 from the U. S. Department of Justice (DOJ) to conduct the CLEAR program; and, AUTHORIZE the Mayor to execute the DOJ award, subject to the approval of the City Attorney.
5. INSTRUCT the Controller to:
A. Establish new accounts within Special Revenue Fund 664, Anti-Gang Initiatives for $9 million provided through the State's 1998-1999 Budget as follows:

Account No./Name	Amount
9901 Personnel Services	$ 2,679,499
9902 Travel	12,000
9903 Operating Expenses	500,000
9904 Consulting/Contractual Services	4,712,640
9905 Equipment	1,095,861

B. Establish new appropriation accounts within Special Revenue Fund 664, Anti-Gang Initiatives for $3 million provided through the U.S. Department of Justice, as follows:

99A1	Personnel Services	$ 924,912
99A4	Consulting/Contractual Services	2,075,088

6. TRANSFER $566,097 from Special Revenue Fund 664 Account M170 to General Fund 100 as follows:

Department	Account	Amount
Police Dept.#100/70	Salaries, Sworn	$ 185,793
Account No. 1012		

Police Dept.#100/70 Salaries, OT POs 171,657
Account No. 1092
City Attorney #100/12 Salaries, General 192,804
Account No. 1010
Mayor's Office #100/46 Salaries Grant
Reimbursed 15,843
Account No. 1020

7. INSTRUCT the City Clerk to place on the Council Calendar for July 1, 1999, or as soon thereafter as possible the following action, SUBJECT TO THE APPROVAL OF THE MAYOR:

A. TRANSFER $1,717,009 from Fund 664, Department 100/46, Account M170, as follows:

Department	Account	Amount
Police Dept. #100/70	Salaries, Sworn Account No. 1012	$ 576,099
Police Dept. #100/70	Salaries, OT Pos Account No. 1092	514,972
City Attorney #100/12	Salaries,General Account No. 1010	578,411
Mayor's Office #100/46	Salaries, Grant Reimbursed	$ 47,527 Account No. 1020

B. TRANSFER $575,712 from the Reserve Fund to the Unappropriated Balance and APPROPRIATE a like amount therefrom as following, to be reimbursed by Fund 644, upon receipt of grant funds:

Department	Account	Amount
Police Dept.#100/70	Salaries, Sworn Account No. 1012	$ 222,012
Police Dept.#100/70	Salaries, OT POs Account No. 1092	134,799
City Attorney #100/12	Salaries, General Account No. 1010	218,901

C. RESOLVE that Employment Authority for the following positions in the Police Department for the period July 1, 1999 through June 30, 2000, IS APPROVED:

No.	Code	Classification
1	2214-3	Police Officer III
2	2227-2	Police Sergeant II
6	2223-2	Police Detective II
2	2223-3	Police Detective III

D. RESOLVE that Employment Authority for the following positions in the City Attorney's Office, for the period July 1, 1999 through June 30, 2000, IS APPROVED:

No.	Code	Classification
5	0551	Deputy City Attorney II
1	0552	Deputy City Attorney III
2	0581	Legal Secretary I
1	0582	Legal Secretary II

8. AUTHORIZE the Mayor to execute a CLEAR program Memorandum of Agreement (MOA) between the City of Los Angeles and the County of Los Angeles, subject to the approval of the City Attorney as to form and legality.

9. AUTHORIZE the Mayor to execute a Contract between the City and Hathaway Children's Services for the period April 1, 1999 to March 31, 2000 for a total of $40,441, subject to the approval of the City Attorney as to form and legality.

10. AUTHORIZE the Mayor to execute a Contract between the City and L.A.'s BEST for the period April 1, 1999 to March 31, 2000 for a total of $300,000, subject to the approval of the City Attorney as to form and legality.

11. AUTHORIZE the Mayor's Criminal Justice Planning Office (CJPO) to prepare and release a Request for Proposal (RFP) to evaluate CLEAR Year III and AUTHORIZE the Mayor to execute a contract not to exceed $200,000 with

the selected vendor, for the period October 1, 1999 through March 31, 2001, subject to approval of the City Attorney.
6-30-99 - File to Mayor FORTHWITH
6-30-99 - Acting Mayor's message concurred in action of June 30, 1999
7-2-99 - File to Budget and Finance Committee Clerk OK
7-7-99 - Verbal Motion - Pacheco Mover 1999 / Walters - ADOPTED - HEREBY MOVE that Council ADOPT the following recommendations relative to Community Law Enforcement and Recovery (CLEAR Anti-gang Initiative Program, SUBJECT TO THE APPROVAL OF THE MAYOR:
1. TRANSFER $1,717,009 from Fund 664, Department 100/46, Account M170, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 576,099
Police Dept., 100/70	Salaries, OT Pos Account No. 1092	514,972
City Attorney, 100/12	Salaries, General Account No. 1010	578,411
Mayor's Office, 100/46	Salaries, Grant Reimbursed Account No. 1020	47,527

2. TRANSFER $575,712 from the Reserve Fund to the Unappropriated Balance and APPROPRIATE a like amount therefrom, to be reimbursed by Fund 644, upon receipt of grant funds, as follows:

Department	Account	Amount
Police Dept., 100/70	Salaries, Sworn Account No. 1012	$ 222,012
Police Dept., 100/70	Salaries, OT Pos Account No. 1092	134,799
City Attorney, 100/12	Salaries, General Account No. 1010	218,901

3. RESOLVE that Employment Authority for the following positions in the Police Department for the period July 1, 1999 through June 30, 2000, IS APPROVED:

No.	Code	Classification
1	2214-3	Police Officer III
2	2227-2	Police Sergeant II
6	2223-2	Police Detective II
2	2223-3	Police Detective III

4. RESOLVE that Employment Authority for the following positions in the City Attorney's Office, for the period July 1, 1999 through June 30, 2000, IS APPROVED:

No.	Code	Classification
5	0551	Deputy City Attorney II
1	0552	Deputy City Attorney III
2	0581	Legal Secretary I
1	0582	Legal Secretary II

7-12-99 - File to Mayor
7-13-99 - Mayor's message concurred in action of July 7, 1999
7-15-99 - File to Budget and Finance Committee Clerk OK
7-15-99 - File in files
9-7-99 - File to Deborah Rubio - Mayor - 54425
9-28-99 - File in files