

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: November 24, 2021

CAO File No. 0220-05703-0001

Council File No. 21-1064

Council District:

To: The Mayor
The Council

From: Matthew W. Szabo, City Administrative Officer



Reference: The Mayor's Transmittal dated September 27, 2021; Additional Information Provided through November 23, 2021

Subject: **ACCEPTANCE OF A \$1 MILLION 2021-22 JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA) GRANT AWARD FROM THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT TO SUPPORT THE JUVENILE RE-ENTRY PARTNERSHIP PROGRAM**

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the Mayor, or designee, to:
 - a. Retroactively accept the 2021-22 Juvenile Justice Crime Prevention Act (2021-22 JJCPA) Grant in the amount of \$1,000,000 from the County of Los Angeles Probation (Probation) Department to support the Juvenile Re-Entry Partnership Program for provision of re-entry services to youth exiting County probation camps and returning to communities within the City of Los Angeles, effective for a performance period of July 1 2021 through June 30, 2022; and,
 - b. Submit any other necessary agreements and documents relative to the implementation of this program, subject to the review and approval of the City Attorney as to form and legality;
2. In accordance with the following chart, authorize the Mayor, or designee, to retroactively negotiate and execute contracts with five (5) community-based organizations to provide juvenile re-entry services to youth exiting County Probation and returning to communities within the City of Los Angeles in conformance with the pro forma contract attached to this Report, for a performance period of one year, effective from July 1, 2021 through June 30, 2022, with the option to renew for two additional one-year terms, subject to the availability of funds, compliance with City contracting requirements, and the review and approval of the City Attorney as to form and legality:

Re-entry Provider	LAPD Division	Allocation Amount
Soledad Enrichment Action, Inc.	South	\$ 309,000
Watts Labor Community Action Committee	South	155,000
El Centro Del Pueblo	Central	118,000
Homeboy Industries	Central	118,000
New Directions for Youth	Valley	<u>235,000</u>
	Total:	\$ 935,000

3. Subject to City Attorney approval of sole source procurement, authorize the Mayor, or designee, to retroactively negotiate and execute a sole source contract with the California State Los Angeles University Auxiliary Services (CSULA) to provide data collection, analysis and reports, database management, and progress evaluation in conformance with the pro forma contract attached to this Report, in an amount not to exceed \$65,000, for a performance period of one year effective from July 1, 2021 through June 30, 2022, with the option to renew for two additional one-year terms, subject to the availability of funds, compliance with City contracting requirements, and review and approval of the City Attorney as to form and legality;
4. Authorize the Controller to establish a new interest bearing fund entitled "2021-22 Juvenile Justice Crime Prevention Act (2021-22 JJCPA) Grant Fund" No. XXX, Department 46, recognize a receivable in the amount of \$1,000,000, disburse the grant funds upon presentation of documentation or proper demand from the Mayor's Office, and create a new appropriation account "46V304 Contractual Services" within the new Fund No. XXX, Department 46;
5. Authorize a Reserve Fund loan in the amount of \$250,000 to support youth diversion services related activities under the 2021-22 JJCPA Grant, which is to be repaid by the Mayor's Office upon receipt of reimbursement from Probation on the JJCPA Grant award; and, authorize the Controller to transfer \$250,000 from the Reserve Fund to the Unappropriated Balance Fund No.100/58 and appropriate therefrom to the 2021-22 JJCPA Grant Fund No. XXX/46, Account No. 46V304, Contractual Services; and,
6. Authorize the Mayor, or designee, to prepare Controller instructions for any necessary technical adjustments consistent with the Mayor and Council actions on the matter, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

SUMMARY

The Mayor's Office of Gang Reduction and Youth Development (GRYD) requests authority to accept the grant award in the amount of \$1,000,000 from the County of Los Angeles Probation Department (Probation), 2021-22 Juvenile Justice Crime Prevention Act (2021-22 JJCPA) Grant to support the GRYD and Probation Juvenile Re-Entry Partnership Program (Re-Entry Program) and implement the juvenile gang re-entry services to youth exiting the County probation camps who are returning to their communities in the City of Los Angeles. There is no match requirement. A new Memorandum of Understanding (MOU) was signed with the County of Los Angeles for a \$1 million grant award with a one-year performance period, effective from July 1, 2021 through June 30, 2022. To avoid disruption of services and ensure the timeliness of re-entry service delivery, the Mayor's Gang Reduction and Youth Development (GRYD) Office requests a Reserve Fund Loan in the amount of \$300,000.

Background

Established in Fiscal Year 2014-15 the Re-Entry Program was initially funded by federal grants, but funding reductions in subsequent years resulted in a General Fund subsidy to finance the majority of program costs. By 2018-19, it became infeasible to continue the program and operations were suspended. In 2019-20, Probation met with the Mayor's GRYD Office to discuss renewing the partnership, which resulted in a \$1,000,000 grant award and a Memorandum of Understanding (MOU) between Probation and GRYD to resurrect the Re-Entry Program for a shortened performance period from January 22, 2020 – June 30, 2020. Subsequently, Probation and GRYD agreed to an extension through June 30, 2021. Pending acceptance of the JJCPA Grant, GRYD and Probation will execute an MOU for the 2021-22 Re-Entry Program, effective for a one-year performance period and a grant award of \$1,000,000 through June 30, 2022.

The purpose of the Re-Entry Program is to provide the juvenile re-entry population with services designed to increase pro-social behavior, decrease gang-identity and violence, and assist with a successful re-entry back into their community. Deputy Probation Officers (DPOs) coordinate aftercare services for juveniles exiting probation camps and make referrals to the Re-Entry Program prior to their release. A City-designated re-entry provider will assess the referral for eligibility and enrollment. Once enrolled, both youth and family members receive family case management services that are adapted to meet the needs of the juvenile re-entry population. The GRYD staff, re-entry contractors, and DPOs work together to ensure that youth participate and successfully complete the Re-Entry Program.

Program goals include the following:

- Reduction of youth gang identity, involvement in violence and recidivism.
- Refocus youth attachment to positive activities and pro-social connections.
- Reunify youth with family and reintegrate youth into their home environment

2021-22 Program

All grant funds will be utilized for contractual services: \$935,000 for juvenile re-entry services and the \$65,000 for data collection, reporting, and evaluation services. The majority of grant funds (\$935,000) are allocated for five community-based organization (CBO) service provider contractors to deliver aftercare services to youth exiting Probation Camps and re-entering communities within the City of Los Angeles. A Charter Section 1022 determination was conducted for the proposed contractual services to ascertain whether the City's workforce had the appropriate expertise or capacity to provide the proposed services. The Personnel Department determined that City forces did not have the expertise to perform the work.

The Mayor's GRYD Office issued a Request for Proposals (RFP) to solicit three to five re-entry providers within the Los Angeles Police Department's South, Central, and Valley Bureaus within the City. The RFP was released on December 9, 2019 with a pre-proposal conference held on January 7, 2020 prior to the submission deadline of January 27, 2020. The RFP process resulted in the review, scoring, ranking, and recommendation of 11 proposals and the final selection of contractors. The following five contractors were selected to provide re-entry services to the South Bureau (Soledad Enrichment Action, Inc. and Watts Labor Community Action Committee), Central Bureau (El Centro Del Pueblo and Homeboy Industries), and Valley Bureau (New Directions for Youth). Contracts were executed with the selected providers to implement the 2019-20 Re-Entry Program. For the 2021-22 Re-Entry Program, the Mayor's GRYD Office plans to negotiate and execute new contracts with the aforementioned providers.

Funds are also allocated for data collection/evaluation services (\$65,000). The Mayor's GRYD Office requests authority to negotiate and execute a sole source contract with California State Los Angeles University Auxiliary Services (CSULA) to provide data collection, analysis, database management, and outcomes evaluation of the JJCPA Program for a one-year performance period. According to the Mayor's GRYD Office, a sole source contract is justified as CSULA has the capacity and expertise to fully implement the data collection/evaluation component. As a long time evaluation partner for the GRYD Program, CSULA has multiple years of data analysis, evaluation, and in-depth, expert knowledge of the client population and the service provider community. Furthermore, as CSULA serves in this capacity for the comprehensive evaluation of the City's GRYD Program, the use of the same evaluation provider will ensure consistency across data collection protocols, analysis, reporting, and evaluation methodology. The City Attorney concurs with the determination for sole source procurement.

Three positions in the Mayor's GRYD Office are responsible for administering the Re-Entry Program: one Senior Regional Program Coordinator (Senior RPC), one Regional Program coordinator (RPC), and one Accountant. The Senior Regional Program Coordinator (Senior RPC) is responsible for overall grant administration, serves as the primary point of contact with Probation, and ensures that the implementation plan, project objectives, and report submissions are executed. The Regional Program Coordinator (RPC) provides management oversight of service delivery within their respective GRYD Zone, coordination of all service provision, and any technical assistance to assigned contractors. The Accountant tracks all fiscal activities on this grant, including financial reporting and contract compliance. These positions are financed with City funds.

Reserve Fund Loan Request

The Mayor's GRYD Office requests a Reserve Fund Loan in the amount of \$300,000 to facilitate cash flow and immediate disbursement to service providers for program-related activities associated with the Re-Entry Program implementation. Probation administers the JJCPA Grant Program on a reimbursement basis only, requiring grant recipients to front-fund expenditures prior to submitting requests for reimbursement. The Reserve Fund monies will be utilized for contractor advances to ensure uninterrupted service delivery. The Mayor's Office can submit requests for reimbursement on a quarterly basis (as allowed by the grantor) to facilitate repayment of the Reserve Fund advance, with full repayment by the end of the grant performance period or shortly thereafter. An outstanding Reserve Fund Loan of \$100,000 on the previous 2019-20 JJCPA Grant is anticipated to be repaid by late November 2021, pending closeout and final payment from the grantor. After weighing consideration of the impact to the financial condition of the service providers and potential delay in re-entry service delivery, this Office recommends approval of a Reserve Fund loan in the amount of \$250,000.

FISCAL IMPACT STATEMENT

The proposed Reserve Fund loan of \$250,000 will be used to address a cash flow issue for service providers and is anticipated to be repaid upon final reimbursement of the JJCPA Re-Entry Program grant funds. This loan is fully reimbursable by the grant and will be repaid during 2022-23 (following the close of the grant performance period).

FINANCIAL POLICIES STATEMENT

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

MWS:JL:CLF:02220055c

Attachments: Pro Forma Contract for FY2021-22 Juvenile Re-Entry Services
Pro Forma Contract for California State Los Angeles University Auxiliary Services
(CSULA)



CITY OF LOS ANGELES

Gang Reduction and Youth Development (GRYD) Contract

Contractor: _____

Title: Juvenile Re-entry Services

Said Agreement is Number _____ of City Contracts

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EXHIBITS & ATTACHMENTS

Exhibit A	Insurance Requirements
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Notice Against Retaliation
Exhibit E	City Ethics Commission (CEC) Form 50
Exhibit F	Drug Free Workplace
Exhibit G	Budget Summary/Expenditure Plan
Exhibit H	Standard Provisions for City Contracts (Rev. 10/21 [v.4])
Exhibit I	Inventions, Patents and Copyrights
Attachment 1	Map of Service Areas
Attachment 2	GRYD Fiscal Policy Manual
Attachment 3	Juvenile Re-entry Services Scope of Work

AGREEMENT NUMBER _____ OF CITY CONTRACTS

BETWEEN

THE CITY OF LOS ANGELES

AND

[CONTRACTOR]

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter, the "City"), and [CONTRACTOR], a California non-profit corporation (hereinafter, the "Contractor").

W I T N E S S E T H

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

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

WHEREAS, the GRYD services which are the subject of this Agreement have been approved by the Los Angeles City Council (C.F. 21-1064; __/__/__); and

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

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

WHEREAS, the project which is the subject of this Agreement consists of providing juvenile re-entry services provided in the _____ GRYD zone(s), as more fully detailed in Attachment 1; and

NOW, THEREFORE, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

- A. The City of Los Angeles, a municipal corporation, having its principal office at _____.
- B. 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:

Reginald Zachery, Director
Office of the Mayor, Gang Reduction and Youth Development
City of Los Angeles
200 N. Spring Street, Room 2225
Los Angeles, CA 90012

- 2. The representative(s) of the Contractor shall be:

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery, registered or certified mail, postage prepaid, return receipt requested or email and shall be deemed communicated as of the date of mailing.
- D. 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, subcontractors, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

A. Prior to the execution of this Agreement, the Contractor shall submit to the City the following documents, unless they have already been submitted and approved by the City through preceding amendments or the original Agreement:

1. Proof of insurance as required by the City and attached hereto as Exhibit A and made a part hereof.
2. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section PSC-36 of this Agreement and the Slavery Disclosure Ordinance in accordance with Section PSC-37.
3. Contractor Responsibility Ordinance Questionnaire in accordance with Section PSC-34 herein.
4. Depository Agreement/Special Bank Account Agreement (if applicable)

If Contractor wants an advance payment from the City, it must have a Depository Agreement/Special Bank Account Agreement with a bank for the receipt of funds under this Agreement. The deposit agreement shall be completed using a form supplied by the City, which establishes the right of the City to exercise suspension of the business arrangement upon proper notice to the bank by the City. The completed Depository Agreement/Special Bank Account Agreement is filed with the City and incorporated herein by reference. The Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement/Special Bank Account Agreement.

Funds deriving from this Agreement that the City advances to the Contractor shall be deposited in a special "City of Los Angeles Bank Account" upon receipt. Interest earned on advances paid under this Agreement is considered "program income," which the Contractor must report to the City with submission of its monthly fiscal reports. In addition, the Contractor must return program income to the City each calendar quarter by separate check made payable to the City of Los Angeles.

Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement (Special Bank Account).

The City may require that no funds be advanced to Contractor until Contractor has provided for the security of advance funds by the use of a Surety/Performance Bond.

5. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
6. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
7. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, e.g. contract instruments, requisitions and/or checks; the bank designated for the deposit of grant funds.
8. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §§21.00, et seq., of the Los Angeles Municipal Code). For the term covered by this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under this Ordinance and shall not allow the Certificate to be revoked or suspended.
9. An Internal Revenue Service Taxpayer Identification number and, if Contractor has not previously contracted with the City, the IRS letter approving tax-exempt status.
10. Current List of Board of Directors, providing each member's name, position on the Board and contact information (including home or business address, phone number/s and, if possible, email address).
11. Signature specimen on a form provided by the City.
12. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
13. Certification of Contractor Cost Data

By executing this Agreement, Contractor is certifying to the best of its knowledge and belief that the cost data are accurate, complete, and current at the time of execution of the Agreement.

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

15. Letter of Representation, describing any known threats to Contractor's solvency, including but not limited to:
 - a. Pending Litigation: Case name, number and court in each and every lawsuit currently pending against Contractor.
 - b. Bankruptcy: Case name, number, court and names of creditors for each and every claim filed by Contractor in the previous five years.
 - c. Liens: List all current lien holders and the amount of each lien against Contractor.
 - d. Judgments: List any judgments entered against Contractor within the past five (5) years and, for each, list the amount of the judgment and whether it was paid.

Where no threat is known, Contractor must provide a statement to that effect. Reference to any repayment agreements the contractor has entered into with the City. Contractor further warrants that signing the Agreement is a material representation of fact upon which reliance is placed in providing funding awarded under this Program.

§105. Contractor's Administrative and Personnel Documents

Contractor warrants that it has adopted, shall retain, and shall make available upon request from the City, the following documents and amendments thereto:

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP);
- B. Contractor's Personnel Policy, which incorporates due process protection of standard personnel procedures, and which the contractor agrees to abide by in the performance of this Agreement;
- C. Administrative Internal Management Plan, which shall cover: preparation and submission of data tracking system forms, reconciliation of data collection reports, preparation and submission of invoices, reconciliation of cash-on hand and earnings with City records, reporting and tracking of participant activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, and reporting and tracking of program income.

The Internal Management Plan shall identify the specific activities, including Contractor's monitoring activities, involved in the aforementioned areas, the responsible staff, and the time line for execution of stated activities. The Plan shall be made available to the City upon request.

- D. Board of Director's Meeting Minutes

Contractor shall maintain minutes of all Board of Director meetings.
Contractor shall provide an annual schedule of board meetings and a copy of all minutes to the City, upon request. Agreements with Other Funding Sources

§106. Agreements with Other Funding Sources

A copy of any agreements between the Contractor and other public or private organizations which impact the activities funded under this Agreement shall be kept on file at the Contractor's offices and be provided to the City upon request. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

Prior to Contractor's direct or indirect submission of a grant application or acceptance of a grant award (as a collaborator or otherwise), Contractor shall notify the City in writing and give the City an opportunity to comment on the potential impact to the City. A copy of any of the above agreements shall be furnished to the City upon its request.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

- A. The term of this Agreement shall be from July 1, 2021 to June 30, 2022 (the "Term"). The Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's receipt and approval of the documents as specified in §104.
- B. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

§202. Services to be Provided by the Contractor

- A. Contractor shall provide contractual services as detailed in the Scope of Work attached as Attachment 3, the accompanying GRYD Re-Entry Services Handbook, and the Budget Summary/Expenditure Plan ("BS/EP") attached as Exhibit G. Contractor agrees to provide these services (the "Program") in accordance with the terms of this Agreement. The Contractor shall provide services to a caseload of 30 clients in accordance with the GRYD Re-Entry Services Handbook.

§203. Contractor Responsibilities

- A. Contractor Administration, Operations and Specified Program Responsibilities
 - 1. Contractor shall provide the following administrative responsibilities:
 - a. Manage day-to-day operations of the Program;
 - b. Maintain the Program site and facilities, including related supplies and equipment;
 - c. Ensure that the Program is/remains fully staffed, filling all vacancies in a timely manner with personnel qualified by pertinent education and/or training and experience. The City may request a vacancy plan if vacancies are not filled in a timely manner;
 - d. Oversee and monitor all Program activities, including those of subcontractors to which Program participants are referred;
 - e. Safeguard and manage judiciously all funds paid for the Program, including, if applicable, funds issued for payment to any subcontractors;

2. Contractor shall attend all required meetings and/or training sessions as identified by the City. Where Contractor wishes to be excused from such meeting, Contractor shall request in writing to be excused. The City reserves the right to approve or deny such requests.
3. Contractor shall maintain client files at a secure location. Client files shall at minimum contain the following forms and documents:
 - a. Referral forms and proof of eligibility
 - b. Participant Enrollment forms with signatures of parents/guardians (if minors) authorizing services
 - c. Confidentiality/Consent forms
 - d. Initial Screening, preliminary assessment and re-test results (if applicable).
 - e. Individual Services Plan (with updates)
 - f. Record and Evidence of Service Provided, and
 - g. Case Notes and Documentation of Progress

NOTE: ALL FORMS MUST BE FULLY COMPLETED AND SIGNED BY ALL REQUIRED PARTIES.

B. Facility Requirements

1. Location

Contractor's facility must be located within the service boundaries, as defined in Attachment 1. The contractor must provide to the City a list of all Program locations with addresses. Program sites must remain as identified unless the City approves, in writing, relocation to a new site within the specified service area. Contractor shall provide the City with sixty (60) days advance written notice of its intent to move or close a Program site.

2. Accessibility

Program facilities shall be designed to accommodate customer access, core services offered to participants, customer choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq.

3. Property or Facility Leases

- a. All leases of property or facilities procured to house a Program under this Agreement must contain a provision

which allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the Agreement is terminated or if Contractor abandons the lease.

- b. All leases of property or facilities procured to house a Program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor paid for with City funds inures to the benefit of the City, and the City may elect, at its sole option, to remove such improvements.
- c. It is recommended that the Contractor negotiate a funding out clause in any lease agreement, whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by \$200,000 or more from the previous calendar year, Lessee may terminate the lease with one hundred twenty (120) days written notice.
- d. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be provided to the City prior to the reimbursement of any lease-related expenses.
- e. Contractor shall not sublease, assign, or amend in any manner leases paid for with City funds without prior written City approval.
- f. Contractor shall invoice for only that portion of the lease cost that is allocated to the Program. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.
- g. Contractor-Owned Facility: Depreciation Allowance

Reimbursement for Contractor-owned facilities shall be based upon the guidelines established in federal Office of Management and Budget (OMB) Circulars A-87, A-102 and A-122, or successive rules. Rental costs are not allowable for property owned by the Contractor or for which the Contractor has a financial interest.
- h. Building Use Allowance

In lieu of depreciation, a use allowance for building and improvements may be computed at an annual rate not to exceed two percent (2%) of acquisition cost.

C. Program Personnel

All City-funded positions are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting Program personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the Program of such change(s) in personnel and, also, the plan for replacement of personnel. The City reserves the right to require the, certification of employees for certain Program functions requiring special expertise through future City Directive(s). All personnel shall be qualified for their position by education and/or experience.

All Community Intervention Workers (CIWs) funded under this Agreement are required to complete the following:

1. Los Angeles Violence Intervention Training Academy (LAVITA):

LAVITA is a singular training academy for Community Intervention Workers that incorporates theory, practice, professional standards, and relevant curriculum in five areas of competency including Concrete Tasks, Personal Development, Direct Practice Techniques, Applied Theory, and Broader Policy Issues.

2. Contractor Background Check Requirements

- a. Contractor shall fingerprint and conduct employee background checks, which include a criminal history, for any employee or volunteer staff in a position having supervisory or disciplinary authority over any minor in the gang intervention program. Supervisory or disciplinary authority may take place anywhere the employee or volunteer staff conducts ordinary business with the minor, including but not limited to, the agency, a recreation or resource center, a park, playground, school, etc. These employees may include: Community Intervention Worker, Case Manager, Case Manager Supervisor, and any other employee that comes in contact with minors.
- b. Contractor shall contact their City representative to arrange for and schedule an appointment for applicants requiring background clearances with the City's Personnel Department. Contractor shall not allow the employee or volunteer work directly with minors until that person has received clearance from the City.
- c. Contractor hereby certifies that by signing this Agreement, Contractor shall not hire new employee(s), or continue to employ for the GRYD gang intervention program, any individual in a position that comes in contact with any minor, if that person has been convicted of any offense specified below:

Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code. A summary of the violations is listed below. Contractors should refer to the California Penal Code for a complete list of the violations.

- a. assault with intent to commit mayhem, rape, sodomy, oral copulation (Section 220)
- b. rape, abduction, carnal abuse of children and seduction (Section 261.5 and Section 262)
- c. produce great bodily harm or death, willfully cause or permit any child to suffer, or inflict thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully cause or permit the person or health of that child to be injured, or willfully cause or permit that child to be placed in a situation where his or her person or health is endangered (Section 273a)
- d. willfully inflict upon a child any cruel or inhuman corporal punishment or an injury resulting in a traumatic condition (Section 273d)
- e. willfully inflict upon a person who is his or her spouse, former spouse, cohabitant, former cohabitant, or the mother or father of his or her child, corporal injury resulting in a traumatic condition (Section 273.5)
- f. persons convicted of sexual offenses required to register with the chief of police of the city in which he or she is residing, or the sheriff of the county if he or she is residing in an unincorporated area or city that has no police department (Section 290)
- g. sexual battery (Section 243.4)

Contractor shall not hire applicants who have had a felony conviction during the two (2) years prior to the date of hire. The City reserves the right to determine if an applicant's felony conviction should receive special consideration for employment.

- d. Applicants formerly on probation or parole must provide proof that: 1) the probation/parole requirements were completed at least one (1) year prior to date of hire, and 2.) they have not been convicted of any offenses listed in

Section 2a during the last two years. Contractor may ask the City to consider a potential applicant if their probation or parole was completed less than one year of hire. The City reserves the right to conduct random warrant checks of all employees that have a criminal background and anyone hired as a Community Intervention Worker.

- e. The staff assignment of any employee must not conflict with any existing gang injunction or Court order (*i.e.*, Employee may not be named as an active gang member or associate of the gang).
- f. Contractor shall notify all its employees and potential new hires that gang or criminal activity allegations may result in immediate termination or administrative leave pending investigation of the allegations in accordance with City policy. Contractor must notify the GRYD Office immediately upon learning of the arrest of any GRYD-funded employee. Contractor must immediately place any such employee arrested and charged with the commission of a crime on administrative leave pending the legal resolution of the charges or authorization by the GRYD Office to allow the employee to return to work. Contractor acknowledges that the GRYD Office reserves the right to deny reimbursement to Contractor for paid administrative leave and related expenses.
- g. Contractor shall ensure that any employee who is required to drive GRYD program participants during the normal course of their duties has a valid California Driver License and the required automobile insurance.
- h. Contractor's personnel policy statements shall state that all GRYD-funded employees that provide services to minors shall be subject to mandatory fingerprinting and background checks. Contractor shall not employ anyone that comes in contact with minors if the individual's background or fingerprint check reveals a conviction of a prohibited offense described in Section 2(a) above.
- i. The Contractor's personnel policy shall include a form for all GRYD-funded employees to sign, verifying that they are aware and agree to the fingerprint and background checks and random drug testing (please see section 3. Drug Testing below) as administered by the Contractor under the conditions specified in this Agreement.
- j. If Contractor wishes to appeal the City's determination to disqualify an applicant or terminate an employee, the Contractor shall submit a written request for an appeal to the

City. The Contractor may also request the review of an applicant (1) if their probation or parole was completed less than one year of hire or (2) if they had a felony conviction during the two (2) years prior to the date of hire.

The GRYD Intervention Review Board shall hear individual appeals on such matters as criminal record disqualifications (excluding crimes listed in Section 2(a) above) and background disqualifications. The decision of the GRYD Review Board designated to hear the appeal shall be final.

3. Drug Testing

Contractor shall ensure that each of its CIWs is subject to random drug testing as administered by the Contractor by requiring each CIW, by written agreement with the Contractor, to comply with the Contractor's drug testing policy (the CIW Agreement). The CIW Agreement must contain the CIW's waiver of privacy issues and the CIW's permission that the drug testing company reveal to the Contractor the results of any drug tests conducted pursuant to Contractor's drug testing policy to the extent such waiver and permission does not violate any applicable laws, including, but not limited to, privacy laws and HIPAA. Contractor shall submit its drug testing policy to the City for approval no later than 30 days after the execution of this Agreement and shall also submit copies of all CIW Agreements to the City. Contractor must execute the Certificate Regarding Drug Free Workplace Requirements in accordance with §415.B of this Agreement and attached hereto as Exhibit F and made a part hereof. Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67 and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

Contractor shall be solely responsible for administering its drug testing policy. Contractor shall be solely responsible for selecting an independent drug testing facility to conduct random drug tests. In selecting such testing facility, the Contractor shall obtain three (3) competitive bids from drug testing companies available to conduct the random drug tests in accordance with Contractor's drug testing policy and shall select the lowest-priced bid and negotiate a contract with such selected drug test company.

Upon receiving the results of any drug test, Contractor shall maintain such results in compliance with all applicable privacy laws and shall promptly take any and all appropriate actions in accordance with its drug and personnel policy.

Contractor's drug testing policy must contain the following requirements:

- a. Random drug testing pursuant to such drug testing policy shall be conducted by an independent testing facility as selected by Contractor pursuant to the provisions of this Agreement. The testing must be conducted within one business day of notifying a CIW that he/she has been selected to have a drug test, such notification being the sole responsibility of the Contractor.
- b. Drug testing shall be conducted whenever there is a reasonable basis to believe that the CIW may be under the influence of drugs or alcohol. Said reasonable basis may be established either by an admission by the CIW or by direct observations of abnormal behavior; whenever practicable, such observations should be corroborated by a second observer or by other reliable evidence.
- c. Contractor shall ensure that the independent testing facility conducting the drug test administers a Five Panel Toxicology Testing which detects the intake of drugs within the recent past (instant tests up to approximately 24 hours prior and urine tests approximately up to 72 hours prior). The Five Panel Toxicology Testing shall require random screening for the following substances: Marijuana, Cocaine, Amphetamines, Opiates, and PCP.

4. Uniforms

All CIWs should wear a uniform issued by the City during working hours. The City shall issue a photo ID upon completion of the fingerprint and background check to all Community Intervention Workers. The photo ID will be renewed every 12 months. CIWs shall carry their photo ID and wear a uniform when responding to gang-related incidents, attending community and/or school events, and in the presence of community residents, LAPD, and LAUSD officials.

D. Employment of Key Personnel

1. For the purpose of this Agreement, the Project Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify City of any such change.
2. The Contractor shall only employ persons who meet the qualifications for their positions as negotiated between the Contractor and the City for this Agreement.

3. The Contractor shall not use funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.
4. Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this Agreement, payment requests.
5. Deviation from the foregoing limitations shall require written City approval.

E. Internal Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program it operates to ensure compliance applicable to federal, state and City requirements. At minimum, Contractor shall review Program performance, expenditure data, internal reports pertinent to the funded project(s), documentation on file relating to outreach efforts, client intake processing, eligibility verification, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management. Contractor shall also review any additional Program components requested by the City.

F. Subcontractor Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of program activities conducted by its subcontractors.

1. Contractor shall conduct a program performance review twice per year on subcontractors, to include an on-site review of contract compliance, including:
 - a. Examination of case files and records
 - b. Actual service provision (e.g., visiting program sessions).
 - c. Contractors may request technical assistance in the review process from the City's GRYD Office.
2. Contractor shall prepare and provide written monitoring reports to the subcontractor(s) within two weeks after each monitoring visit that, at minimum, identifies successes and/or problems, makes recommendations for quality improvement, and, if applicable, requires the subcontractor to establish a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, provide written

approval when acceptable corrective action(s) have been made, and conduct follow up monitoring to ensure that corrective action has been taken.

3. If a fiscal review of the subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall immediately notify the City in writing. If fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify the City in writing within 24 hours.
4. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain customer feedback for continual improvement of Program operations.
5. Contractor shall be responsible for coordination between the City and its subcontractors with respect to the dissemination of information, submission of required reports to the City in a timely manner, and enforcement of the Terms and Conditions of this Agreement.
6. Contractor shall immediately notify the GRYD Office whenever there is a change in subcontractor's ability to provide services according to the sub-agreement or whenever there is a change of subcontractor staff providing services.
7. When a subcontractor is removed for reason of non-performance of contractual obligations, the Contractor shall first submit a written request to the City with substantial documentation of the subcontractor's non-performance. Written approval from the City is required for removal of subcontractor.

G. Client Satisfaction

1. Contractor shall develop, maintain, and have available for review by authorized representatives of the City, a system to capture and examine client feedback on services delivered by the Contractor and subcontractors which, at minimum, incorporates advisory groups and/or surveys and complies with any City or GRYD Office Directives that may be issued.
2. The Contractor shall develop and adhere to a reasonable written complaint resolution procedure. Additionally, Contractor shall ensure that subcontractors have complaint resolution procedures in place and monitor adherence by subcontractors to said procedures.
3. The Contractor shall compile and maintain a log of all complaints made against it and/or its subcontractors, and provide a record of those logs to the City upon request.

H. City Reporting Requirements

1. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance of the contracted scope of services.
2. The Contractor shall report to the City such numeric data, statistics, facts, news, details and information on its City funded project(s) using such forms and formats as the City may prescribe for this purpose in accordance with the provisions herein.

PAYMENT

§201. Compensation and Method of Payment

A. Compensation

1. The City shall pay to the Contractor an amount not to exceed _____ (\$_____) for the complete and satisfactory performance of the terms of this Agreement for the period July 1, 2021 to . The foregoing rate represents the maximum total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor. Payments to the Contractor shall be made in strict accordance with the City approved Budget Summary/Expenditure Plan ("BS/EP"), which is attached as Exhibit G. The following compensation is the total of the planned expenditures for the period(s) indicated, as set forth by and incorporated herein by reference, with funding schedule as follows:

GRYD Zone(s)	Funding Source	Funding Amount
_____	General Fund – Juvenile Re-entry Services	\$ _____

2. Such funds shall be allocated from the Mayor's Budget. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.
3. The Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City or obligate the City to make payments of any costs or expenses, unless authorized in the approved BS/EP. Any change to the BS/EP (including line item changes) shall be effective only if made by both parties as an amendment to this Agreement.
4. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
5. The dollar amount set forth above is subject to change and may be reduced by the City should it determine that contractor's performance does not justify the level of funding as provided by herein.
6. Compliance with the GRYD fiscal policies set forth herein and in the GRYD Fiscal Policy Manual (attached as Attachment 2) is mandatory. This manual supersedes all prior versions of the GRYD

Fiscal Policy Manual and any prior inconsistent GRYD Office directives.

7. Contractor's reimbursement for expenses incurred in the performance of this Agreement shall not be made until the City has approved the work received and is satisfied with the documentation included with the applicable invoice, as described herein and in the GRYD Fiscal Policy Manual.
8. The Contractor shall submit on the 30th day of every month an invoice to the city which includes documentation as outlined in the GRYD Fiscal Policy Manual. This shall include records by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, pay rolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Contractors receiving funding from Federal and/or State agencies or other source(s) may be required to provide additional documentation. Undocumented or improperly documented expenditures shall not be paid by this Agreement.
9. The City shall reimburse Contractor for salaries, equipment or other legitimate allowable expenses as detailed by the City approved BS/EP attached hereto as Exhibit G.
10. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
11. The City makes no commitment to fund this Project beyond the term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.
12. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

13. Overtime Work

Unless specifically stated within this Agreement or authorized by the City in writing, Contractor shall not incur overtime work expenditures.

14. Travel

Contractor must follow the travel policy as established in GRYD Fiscal Policy Manual.

B. Budget Modification

Budget modification requests will be allowed only in accordance with the GRYD Fiscal Policy Manual. Modification requests must be submitted and approved before expenses are incurred. All expenses incurred that are not in line with an approved budget will be permanently disallowed. Untimely budget modification requests will be denied.

C. Reallocation of Funds

City reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the City determines that the Contractor has failed to provide adequate services as required in this Agreement.

D. Funding of Agreement

Funding for all periods of this contract is subject to the continuing availability of sufficient funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of grant funds.

E. Indirect Costs

Payment for indirect costs shall be released in accordance with instructions stated in a federally cognizant agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and OMB circulars. The City of Los Angeles cannot provide any Contractor with an indirect cost approval letter. Indirect costs may not exceed 15% of total direct costs.

§202. Payment to the Contractor

The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 and as noted in the Contractor's approved BS/EP. Contractor shall request reimbursements by submitting the cash request (monthly invoice) and all other documents as required by City. Final expenditures shall be determined after receipt of end-of-contract documentation, which is due 30 days after the contract is terminated.

§203. Advance Payments

Advance payments to the Contractor are subject to the following conditions:

- A. In exceptional circumstances, the City may permit an advance payment to the contractor in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's Special Los Angeles Bank Account pursuant to a Special Bank Account Agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting a letter stating the amount requested for the advance.
- C. Advance payments will not be made until a proposed BS/EP has been approved by the GRYD Office.
- D. Advance payments will not be made to Contractors who have overdue Expenditure Reports or supporting documentation.
- E. The total advance payments to a Contractor may not exceed 1/12 of the total contract amount (i.e., one month of expenses). All advances are subject to a recoupment schedule determined by the City.
- F. Contractor's failure to perform in accordance with the terms of this Agreement shall result in the Contractor returning advances to the City.
- G. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.

§204. Allowable and Unallowable Costs

To be eligible for cost reimbursement payment under this Agreement, costs must be made in compliance with this Agreement, and with the principles set forth below:

- A. Be necessary and reasonable for the proper and efficient performance of this Agreement and in accordance with the approved BS/EP and the GRYD Fiscal Policy Manual. The City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
- B. Conform to the limitations of any governing statutes, regulations and ordinances.
- C. Be fully documented and determined in accordance with Generally Accepted Accounting Procedures.
- D. Not be included as a cost of or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government

funding sources.

- E. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 3. Contributions, donations, and costs relating to any political or lobbying activity.
 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, and lodging relating to entertainment, unless for the provision of direct services to the client and/or community as outlined in the GRYD Fiscal Policy Manual.
 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations.
 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 9. Insurance policies offering protection against debts established by the Federal Government.
 10. No real property may be purchased with these funds.
 11. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
 12. City funds may not be used to supplant existing services.

§205. Data Tracking System Records and Reports

- A. The City shall rely upon and use its data tracking system, records and reports, monthly invoices, and on-site verifications as needed to substantiate Contractor's performance and invoice data.

- B. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§206. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if funds granted to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

§207. Return of Unexpended Funds and Closeouts

The Contractor agrees that any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City no later than thirty (30) days after completion or termination of this Agreement.

The Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed under this Agreement, including all supporting documentation, to the City within thirty (30) days following the termination or completion of this Agreement. Failure by the Contractor to comply with the 30-day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein.

§208. Receipt, Use, and Accountability of Program Income

- A. Program Income shall:
 - 1. Be the property of the City;
 - 2. Not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and
 - 3. Be used solely to offset the operating expenses of the activities funded by this Agreement.
- B. The Contractor shall do all of the following:
 - 1. Record all program income.

2. Deposit all program income in a separate bank account.
3. Provide written reports of program income to the City.
 - a. Non-budgeted program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
 - b. Budgeted program income shall be reported in accordance with regular City invoice procedures provided herein.
4. Submit a written request to the City to use any program income.
5. Retain all program income in a separate bank account until contractor receives written approval from the City authorizing the use of program income. Approval for expenditure of program income will be documented by the City on the Contractor's BS/EP.
6. Report the expenditure of program income for operating expenses on forms provided by the City.

§209. Deposit, Utilization, and Commingling of Funds

- A. Funds paid to the Contractor on an advance basis pursuant to this Agreement shall be deposited in accordance with the Contractor's Special Bank Account Agreement, only in the bank or banks approved by the City, and shall be federally insured fully and continuously. All interest income earned on such funds shall accrue to the City.
- B. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- C. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

III. STANDARD PROVISIONS

§301. Standard Provisions for City Contracts

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/21 [v.4]), which are attached hereto as Exhibit H and incorporated herein by reference. The Standard Provisions may also be found at cao.lacity.org/risk/StandardProvisions.pdf

§302. Confidentiality of Information

- A. The City and the Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and the Contractor agree that:
1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
 3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
 4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§303. Security Clearance and Tuberculosis Test of Staff and Volunteers

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§304. Inventions, Patents and Copyrights

Contractor shall comply with the requirements set forth in Inventions, Patents and Copyrights, which is attached hereto as Exhibit I and incorporated herein by this reference.

§305. 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.

§306. Faith-Based Activities

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as part of the programs or services funded under this Contact. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based Contractor will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.
- C. A religious or faith-based Contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property

dispositions.

§307. Installation of Financial Assistance Sign

The Contractor shall install, or allow to be installed, for public display upon the project premises a sign, identifying the Contractor as receiving financial assistance from the City.

§308. Press Releases and Public Information

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

§309. Effect of Legal Judgment

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

§310. Prohibition of Legal Proceedings

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

§311. Notice to City of Labor Disputes

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

§312. Listing of Contractor's Employment Opportunities

Contractor shall list all Contractors' job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided by this Agreement.

§313. Technical Assistance

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the

City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§414. COVID-19 Requirements

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

IV. REPORTING AND RECORDS

§401. Reporting Requirement

- A. General Reporting: At such times and in such forms as the City may require, there shall be furnished to the City such records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

- B. Monthly Fiscal Report and Closeout Report: The Contractor shall submit to the City the following reports as identified below:
 - 1. Expenditure Report
 - a. On or before the 30th day (excluding weekends and holidays) of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures and request for reimbursement as of the previous month on forms provided by the City. This shall include records by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, pay rolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Undocumented or improperly documented expenditures shall not be paid by this Agreement.
 - b. The City may decline to accept Expenditure Reports and reimburse expenditures that are submitted after the due date.
 - c. Contractors who fail to comply with this requirement will not be recommended for contract renewals. Further, letters of support for other grants or community partnerships cannot be provided absent full compliance.
 - 2. Closeout Report
 - a. Within thirty (30) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the BS/EP shall be submitted to the City 30 days before the end of the contract period. Section 707 Defaults identifies City remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) Costs reported and payments requested are valid and consistent with the terms of the Agreement; b)

Cash payment received from the City shall be used to pay only for expenditures as reported on the contract final closeout invoices; and c) Costs reported and payments made are subject to City verification.

- b. In the event that Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement using invoices then on file to determine Contractor's final allowable expenditures. The City will not reimburse the Contractor for expenditures reported more than 30 days following the termination of this Agreement. The City shall provide to the Contractor the City closeout forms at least thirty (30) days before termination of Agreement.
- C. Annual Inventory Report: Contractor shall submit an annual inventory report to the City by the period ending for all nonexpendable property that has a City identification decal affixed to it. The City shall provide the inventory report form to the Contractor thirty (30) days before the termination date of this Agreement.
- D. Report on Reasonable Cost: Contractor shall report to the City costs charged to other funding sources for services which are the same type of fee-for-performance price services as those covered by this Agreement. If such costs are lower, the Contractor shall submit a justification for charging the City a higher cost. Contractor shall submit this report within thirty (30) calendar days after the execution of the Agreement with the other funding source(s).

§402. Audits and Inspections

- A. At any time during normal business hours and as often as the City 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 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.
- B. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.
 - 1. The City may require Contractor who has inadequate fiscal or administrative procedures to adopt the City's accounting or administrative procedures relating to this Agreement, or to secure, at Contractor's expense, the service of independent experts.
 - 2. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard

property, records and/or equipment used in the performance of this Agreement.

3. Should a fiscal or special audit determine that the Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs.

§403. Equipment Records

- A. Equipment is non-expendable personal property that will not be consumed nor loses its identity by being incorporated into another item of property. A record shall be maintained for each item of Equipment acquired for the program which costs \$5,000 or more per unit or is expected to have a useful life of one (1) year or more. A grouping of like items, such as chairs, with an aggregate cost in excess of \$5,000 shall also be controlled and accounted for, even though the cost of a single item is less than \$5,000.
- B. The Equipment record shall include: (a) description of the item of property, including model and serial number, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program, and (d) source of acquisition. The record shall indicate whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for equipment.
- C. All Equipment (acquired for more than \$5,000 per unit) obtained under this Agreement or a previous non-fixed price agreement between the City and Contractor shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- D. A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at such other time as the City shall prescribe.

§404. Accounting Practices

- A. The Contractor shall maintain a system of internal control in accordance with generally accepted accounting practices.
- B. Financial systems shall include:
 1. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, asset, expenditures, and income;
 2. Effective internal controls to safeguard assets and assure their proper use;

3. A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
 4. Source documentation to support accounting records;
 5. Proper charging of costs and cost allocation and be sufficient to:
 - a. Permit preparation of required reports;
 - b. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - c. As required, permit the tracing of program income, potential stand-in costs and other funds that are allowable except for funding limitations as defined in.
- C. The Contractor's system of accounting procedures is subject to approval by the City prior to any disbursement of funds to the Contractor.

§405. Documentation of Expenditures

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. All documentation must follow the guidelines outlined in the GRYD Fiscal Policy Manual.
- B. No Contractor shall release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that such expenditures are reasonable and allowable under the sub-agreement.

§406. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement unless specifically agreed to between the Contractor and the City in a written amendment.

§407. Personal Property

- A. All property purchased with funds provided by this Agreement is the property of the City and shall be returned to the City upon termination of this Agreement.
- B. The property shall be used and maintained by the Contractor as follows:
 1. Property shall be used solely in the performance of this Agreement;

2. No modifications shall be made to the property without the prior written approval of City;
 3. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.
 4. The Contractor shall assure that all non-expendable equipment purchased with funds provided by this or previous Agreements between the City and the Contractor shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.
- C. Information regarding purchase of depreciable equipment including, but not limited to computer hardware and software and vehicles shall be maintained by the Contractor to be submitted to the City upon request.
- D. Contractor shall exercise due care in the use, maintenance, protection and preservation of property in its possession and any other property purchased with funding provided by this Agreement; such care to include, but not be limited to, maintaining required level(s) of insurance coverage against loss or damage to the property, and naming the City of Los Angeles as the other insured legal owner of any motor vehicle or trailer purchased with City-provided grant funds.
- E. Contractor shall notify the City in writing prior to using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement.

§408. Real Property

- A. Site Selection: A written description giving full details of any site(s) selected by the Contractor for use pursuant to this Agreement shall be submitted to the City for review prior to renting or leasing said site. The City shall only approve expenditures of City funds in the amount that is determined to be the fair market value.
- B. All lease agreements shall incorporate the following provisions. Contractor shall amend any current lease agreements to incorporate the following provisions.
1. All leases of property or facilities procured to house a City Program under this Agreement must contain a provision which allow the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates Contractor's City Agreement or if Contractor abandons the lease.

2. All leases of property or facilities procured to house a City program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor paid for with Agreement funds, inures to the benefit of the City, and the City may elect, at its sole option, to remove such equipment.
3. A copy of all leases must be approved by the City and be on file with the City prior to the release of cash.
4. Contractor shall not sublease, assign or amend in any manner leases paid for with Agreement funds without prior written City approval.
5. Written amendments to executed lease or rental agreements shall comply with the conditions set forth herein.

§409. Equipment

A. Lease of Equipment

1. Prior to the lease of equipment the Contractor shall comply with the terms of this Agreement;
2. A copy of each executed equipment lease agreement shall be submitted to the City prior to payment;
3. Written amendments to the executed equipment lease agreement shall comply with the conditions set forth herein;
4. The term equipment as used in this Agreement shall be defined to mean personal property;
5. Contractor shall notify the City in writing prior to using equipment for this Agreement that was or is to be or leased with public funds not provided by this Agreement.

V. SUBCONTRACTING

§501. Subcontracts

- A. For the purpose of this Agreement, subcontracts shall include purchase agreements, lease or rental agreements, third party agreements, and consultant services agreements between Contractor and any third party made in furtherance of this Agreement (“Subcontractor Agreement” or “Subcontract”).
- B. Subcontracts and amendments thereto shall be submitted to the City for written approval prior to execution.
- C. All Subcontracts must:
 - 1. Be written;
 - 2. Include a detailed Scope of Services that Subcontractor will complete under the Subcontract;
 - a. Contractor shall establish a minimum number of clients for Subcontractor.
 - b. Contractor shall establish the minimum active caseload for Subcontractor in the Subcontractor’s agreement.
 - c. Contractor shall limit Subcontractors’ services to youth who are referred by the Contractor to the Subcontractor. Services provided by Subcontractor without a Contractor referral will not be counted and payment will not be made for any rendered services.
 - 3. Include the Subcontractor’s detailed Budget and Expenditure Plan;
 - 4. Specifically prohibit assignment or transfer of interest without prior written approval by the City; and
 - 5. Incorporate all applicable provisions of this Agreement between the City and Contractor, including, but not limited to, the Payment Provisions, Standard Provisions, and the Reports, Records, and Audits provisions.

§502. Conflict of Interest

- A. 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 proposed subcontractors and its officers, directors or employees.
- B. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract

supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractors; 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 such as family business, etc.; or where such person knows or should have known that:

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

C. Definitions:

- a. The term "immediate family" includes, but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law:
- b. 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, 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 subcontractors ownership: partnership interest or other beneficial interest of five (5) percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

D. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, or a party to a subcontract (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

1. Minutes of board meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect/benefit in the action.

2. 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.
3. 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.
4. 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 (1) year thereafter.
5. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractors" for the term "Contractor" and "sub-contractors" for "Subcontractors".
6. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§503. Subcontract Execution

- A. The Contractor is responsible for ensuring that Subcontractor Agreements are executed in a timely manner, and a copy provided to the Mayor's Office for file within 30 days from the first day of the Agreement.
- B. Copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.
 1. Contractor shall request payment for a subcontractor only after receipt of required program and fiscal documentation and execution of the subcontract Agreement. The Contractor shall withhold funds from any subcontractor that fails to comply with the terms and conditions of this Agreement and/or their Subcontractor Agreement. Once subcontractors are compliant with documentation requirements, Contractor shall release payment to subcontractor(s) within ten (10) days of release of funds from the City.
 2. When a change (e.g., removal or modification of contract) is made to a Subcontractor because of duplication of contractual services, services not required by contract, or a modification to sub-agreement, the Contractor shall first submit a written request to the City. Written requests should elaborate the need for change. Approval from the City must be obtained prior to change.
- C. Contractor shall provide training and technical assistance as needed to subcontractors, and ensure that subcontractors understand their

respective roles in the Program. Contractor shall convey recommendations by program evaluators to the subcontracting agencies, and lead discussions on ways to make program improvements.

§504. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

VI. DEFAULTS AND TERMINATION

§601. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

§602. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days after receiving the notice from the City.

§603. Notice of Changes

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially impact the performance of this Agreement or the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or By Laws, move to dissolve or transfer any assets derived from funds provided under §301 of this Agreement, negotiations leading to the sale, merger or acquisition of the Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding the Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including: 1) any amendments of documents; 2) actions which would change Contractor's legal status; 3) any action which may materially change the performance of this Agreement (i.e., bankruptcy); or 4) change in Contractor's corporate name.

§604. Defaults

- A. The City may find the Contractor in default should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to the following:
 1. failing to meet the Performance Standards,

2. failing to start up the program on time, or failing to provide services according to plan and/or to benefit customers and the provisions of the Agreement,
 3. failing to maintain expenditures at an approved rate in the BS/EP for the period,
 4. failing to resolve performance problems in a timely manner,
 5. failing to demonstrate the capabilities to solve identified problems within a specific time,
 6. failing to submit timely and accurate MIS and/or Fiscal documents to City,
 7. failing to maintain agreed cost per placement or fails to utilize City funds in accordance with the terms and conditions of the Agreement.
- B. Should the City find the Contractor in default, the City reserves the right to take any or all of the following actions at its discretion:
1. Notify Contractor of performance deficiencies in accordance with this Agreement;
 2. Withhold the release of funds;
 3. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by one of the following three methods:
 - a. Surety/performance bond
 - b. Standby or direct letter of credit
 - c. Blocked savings account
 4. The amount and form of such security, if required, shall be determined by the City as noted on Exhibit A Insurance and is subject to prior City approval;
 5. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
 6. Require Contractor to secure, at its own expense, the services of independent auditors;
 7. Require specific performance progress reports for identified time periods;

8. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this agreement;
 9. Suspend operations in accordance with this Agreement;
 10. Terminate the Agreement.
- C. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement 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 with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§605. Notice to Correct Performance

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

VII. ENTIRE AGREEMENT

§701. Complete Agreement

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

§702. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes forty-five (45) pages, three Attachments, and nine 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:
MICHAEL N. FEUER, City Attorney

FOR THE CITY OF LOS ANGELES
ERIC GARCETTI, Mayor

By _____
Christopher Lee, Deputy City
Attorney

By _____
Eric Garcetti, Mayor

Date _____

Date _____

ATTEST:
HOLLY WOLCOTT, Interim City Clerk

By _____
Deputy City Clerk

Date _____

(Contractor's Corporate
Seal or Notary)

FOR [CONTRACTOR NAME]

By _____

Print Name _____

Officer Title _____

Date _____

ATTEST:

By: _____

Print Name _____

Officer Title _____

Date _____

City Business License Number:
Internal Revenue Service ID Number:
Council File/CAO File Number ___ Date of Approval ___
Said Agreement is Number _____ of City Contract



CITY OF LOS ANGELES

Gang Reduction and Youth Development (GRYD) Contract

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

Title: Juvenile Re-entry Program Research

Said Agreement is Number _____ of City Contracts

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EXHIBITS & ATTACHMENTS

Exhibit A	Insurance Requirements
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Drug Free Workplace
Exhibit E	City Ethics Commission (CEC) Forms 50 and 55
Exhibit F	Notice Against Retaliation
Exhibit G	Budget Summary/Expenditure Plan
Exhibit H	Standard Provisions for City Contracts (Rev. 10/21 [v.4])
Exhibit I	Inventions, Patents and Copyrights
Attachment 1	GRYD Fiscal Policy Manual
Attachment 2	GRYD Re-Entry FCM Policies & Procedures Handbook
Attachment 3	Juvenile Re-entry Researches Services Scope of Work

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

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter, the "City"), and Cal State L.A. University Auxiliary Services, Inc., a California non-profit corporation (hereinafter, the "Contractor").

W I T N E S S E T H

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

WHEREAS, the County of Los Angeles Probation Department ("Probation"), has provided financial assistance to the Mayor's Office through the Fiscal Year 2021 - 2022 ("FY 21/22") Juvenile Justice Crime Prevention Act ("JJCPA"), in the amount of One Million Dollars (\$1,000,000.00) ("JJCPA Grant Funds" or "Grant"), for the GRYD and Probation Juvenile Re-Entry Partnership Program ("Juvenile Re-Entry" Program), such Grant having a performance period of January 22, 2020 to June 30, 2022, and having been accepted by the Los Angeles City Council (C.F. #21-1064, ___/___/21); and

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

WHEREAS, the GRYD services which are the subject of this Agreement have been approved by the Los Angeles City Council (C.F. #21-1064, ___/___/21); and

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

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

WHEREAS, the project which is the subject of this Agreement consists of research consulting for GRYD, as more fully detailed in Section 202 and Attachment 3 of this Agreement; and

WHEREAS, on or about _____, the Grantor approved a no cost, 12-month extension to the Grant, until June 30, 2021 (the "Extension"), such Extension having been accepted by the City pursuant to authorization provided under Section 14.8 of the Los Angeles Administrative Code ("Section 14.8"); and

WHEREAS, the City and the Contractor are desirous of executing this Agreement, as authorized by the Los Angeles City Council (C.F. #21-1064, ___/___/21) and Section 14.8; and

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

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

Reginald Zachery, Director
Office of the Mayor, Gang Reduction and Youth Development
City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Reginal.Zachery@lacity.org
(213) 978-0600

- 2. The representative(s) of the Contractor shall be:

Ernesto Argumaniz
Corporate Contracts Manager
Cal State LA University Auxiliary Services, Inc.
5151 State University Drive
Golden Eagle Building, Room 314
Los Angeles, Ca 90032
(323) 343-6027

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

- D. 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, subcontractors, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

- A. Prior to the execution of this Agreement, the Contractor shall submit to the City the following documents, unless they have already been submitted and approved by the City through preceding amendments or the original Agreement:

1. Proof of insurance as required by the City and attached hereto as Exhibit A and made a part hereof.
2. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section PSC-36 of this Agreement and the Slavery Disclosure Ordinance in accordance with Section PSC-37.
3. Contractor Responsibility Ordinance Questionnaire in accordance with Section PSC-34 herein.
4. Depository Agreement/Special Bank Account Agreement (if applicable)

If Contractor wants an advance payment from the City, it must have a Depository Agreement/Special Bank Account Agreement with a bank for the receipt of funds under this Agreement. The deposit agreement shall be completed using a form supplied by the City, which establishes the right of the City to exercise suspension of the business arrangement upon proper notice to the bank by the City. The completed Depository Agreement/Special Bank Account Agreement is filed with the City and incorporated herein by reference. The Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement/Special Bank Account Agreement.

Funds deriving from this Agreement that the City advances to the Contractor shall be deposited in a special "City of Los Angeles Bank

Account” upon receipt. Interest earned on advances paid under this Agreement is considered “program income,” which the Contractor must report to the City with submission of its monthly fiscal reports. In addition, the Contractor must return program income to the City each calendar quarter by separate check made payable to the City of Los Angeles.

Contractor shall secure City authorization in writing before any changes are made to the Depository Agreement (Special Bank Account).

The City may require that no funds be advanced to Contractor until Contractor has provided for the security of advance funds by the use of a Surety/Performance Bond.

5. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
6. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
7. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, e.g. contract instruments, requisitions and/or checks; the bank designated for the deposit of grant funds.
8. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §§21.00, et seq., of the Los Angeles Municipal Code). For the term covered by this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under this Ordinance and shall not allow the Certificate to be revoked or suspended.
9. An Internal Revenue Service Taxpayer Identification number and, if Contractor has not previously contracted with the City, the IRS letter approving tax-exempt status.
10. Current List of Board of Directors, providing each member's name, position on the Board and contact information (including home or business address, phone number/s and, if possible, email address).
11. Signature specimen on a form provided by the City.
12. A Notice of Prohibition Against Retaliation attached as Exhibit F to this Agreement. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.

13. Certification of Contractor Cost Data

By executing this Agreement, Contractor is certifying to the best of its knowledge and belief that the cost data are accurate, complete, and current at the time of execution of the Agreement.

14. City Ethics Commission Forms 50 and 55, fully executed and attached as Exhibit E and made a part hereof.

15. Letter of Representation, describing any known threats to Contractor's solvency, including but not limited to:

- a. Pending Litigation: Case name, number and court in each and every lawsuit currently pending against Contractor.
- b. Bankruptcy: Case name, number, court and names of creditors for each and every claim filed by Contractor in the previous five years.
- c. Liens: List all current lien holders and the amount of each lien against Contractor.
- d. Judgments: List any judgments entered against Contractor within the past five (5) years and, for each, list the amount of the judgment and whether it was paid.

Where no threat is known, Contractor must provide a statement to that effect. Reference to any repayment agreements the contractor has entered into with the City. Contractor further warrants that signing the Agreement is a material representation of fact upon which reliance is placed in providing funding awarded under this Program.

§105. Contractor's Administrative and Personnel Documents

Contractor warrants that it has adopted, shall retain, and shall make available upon request from the City, the following documents and amendments thereto:

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP);
- B. Contractor's Personnel Policy, which incorporates due process protection of standard personnel procedures, and which the contractor agrees to abide by in the performance of this Agreement;
- C. Administrative Internal Management Plan, which shall cover: preparation and submission of data tracking system forms, reconciliation of data collection reports, preparation and submission of invoices, reconciliation of cash-on hand and earnings with City records, reporting and tracking of participant activity and earnings, repayment of unearned funds,

preparation for the resolution of audits and inspections, inventory control, and reporting and tracking of program income.

The Internal Management Plan shall identify the specific activities, including Contractor's monitoring activities, involved in the aforementioned areas, the responsible staff, and the time line for execution of stated activities. The Plan shall be made available to the City upon request.

D. Board of Director's Meeting Minutes

Contractor shall maintain minutes of all Board of Director meetings. Contractor shall provide an annual schedule of board meetings and a copy of all minutes to the City, upon request. Agreements with Other Funding Sources

§106. Agreements with Other Funding Sources

A copy of any agreements between the Contractor and other public or private organizations which impact the activities funded under this Agreement shall be kept on file at the Contractor's offices and be provided to the City upon request. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

Prior to Contractor's direct or indirect submission of a grant application or acceptance of a grant award (as a collaborator or otherwise), Contractor shall notify the City in writing and give the City an opportunity to comment on the potential impact to the City. A copy of any of the above agreements shall be furnished to the City upon its request.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

- A. The term of this Agreement shall be from July 1, 2021 to June 30, 2022 (the "Term"). The Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's receipt and approval of the documents as specified in §104.
- B. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

§202. Services to be Provided by the Contractor

- A. The Contractor shall comply with the services set forth in Attachment 3, Scope of Work, for Fiscal Year 2021-2022; and the accompanying GRYD Re-Entry FCM Policies & Procedures Handbook ("GRYD Handbook"), incorporated herein as Attachment 2. Compliance with the GRYD Handbook set forth herein is mandatory. This Handbook supersedes all prior versions of the GRYD Handbook and any prior, inconsistent GRYD Office directives. GRYD Handbooks and directives issued subsequently shall supersede those referenced in this Agreement. Failure to comply may result in suspension or termination, per Section VII, Defaults and Termination, of this Agreement.
- B. Services identified in the Scope of Work of this Agreement are subject to all Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances.
- D. The services set forth in Attachment 3, Scope of Work for Fiscal Year 2019-20, and its associated timeline and budget may be revised as needed in order to comply with any current public health orders, and any delays or changes requested by the Grantor during the COVID-19 public health emergency.

III. PAYMENT

§301. Compensation and Method of Payment

A. Compensation

1. The City shall pay to the Contractor an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) for the complete and satisfactory performance of the terms of this Agreement for the period July 1, 2021 to June 30, 2022. The foregoing rate represents the maximum total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor. Payments to the Contractor shall be made in strict accordance with the City approved Budget Summary/Expenditure Plan (“BS/EP”), which is attached as Exhibit G. The following compensation is the total of the planned expenditures for the period(s) indicated, as set forth by and incorporated herein by reference, with funding schedule as follows:

Time of Performance	Funding Source	Funding Amount
7/1/21 – 6/30/22	JJCPA 21/22	\$65,000.00

2. Such funds shall be allocated from the Mayor’s Budget. Contractor’s right to receive compensation is conditioned upon compliance with the City’s indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.
3. The Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City or obligate the City to make payments of any costs or expenses, unless authorized in the approved BS/EP. Any change to the BS/EP (including line item changes) shall be effective only if made by both parties as an amendment to this Agreement.
4. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
5. The dollar amount set forth above is subject to change and may be reduced by the City should it determine that contractor’s performance does not justify the level of funding as provided by herein.
6. Compliance with the GRYD fiscal policies set forth herein and in the GRYD Fiscal Policy Manual (attached as Attachment 1) is

mandatory. This manual supersedes all prior versions of the GRYD Fiscal Policy Manual and any prior inconsistent GRYD Office directives. GRYD Fiscal Policy Manuals and GRYD directives issued subsequently shall supersede those referenced in this Agreement.

7. Contractor's reimbursement for expenses incurred in the performance of this Agreement shall not be made until the City has approved the work received and is satisfied with the documentation included with the applicable invoice, as described herein and in the GRYD Fiscal Policy Manual.
8. The Contractor shall submit on the 30th day of every month an invoice to the city which includes documentation as outlined in the GRYD Fiscal Policy Manual. This shall include records by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, pay rolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Contractors receiving funding from Federal and/or State agencies or other source(s) may be required to provide additional documentation. Undocumented or improperly documented expenditures shall not be paid by this Agreement.
9. The City shall reimburse Contractor for salaries, equipment or other legitimate allowable expenses as detailed by the City approved BS/EP attached hereto as Exhibit G.
10. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
11. The City makes no commitment to fund this Project beyond the term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.
12. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided

services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

13. Overtime Work

Unless specifically stated within this Agreement or authorized by the City in writing, Contractor shall not incur overtime work expenditures.

14. Travel

Contractor must follow the travel policy as established in GRYD Fiscal Policy Manual.

B. Budget Modification

Budget modification requests will be allowed only in accordance with the GRYD Fiscal Policy Manual. Modification requests must be submitted and approved before expenses are incurred. All expenses incurred that are not in line with an approved budget will be permanently disallowed. Untimely budget modification requests will be denied.

C. Reallocation of Funds

City reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the City determines that the Contractor has failed to provide adequate services as required in this Agreement.

D. Funding of Agreement

Funding for all periods of this contract is subject to the continuing availability of sufficient funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of grant funds.

E. Indirect Costs

Payment for indirect costs shall be released in accordance with instructions stated in a federally cognizant agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and OMB circulars. The City of Los Angeles cannot provide any Contractor with an indirect cost approval letter. Indirect costs may not exceed 15% of total direct costs.

§302. Payment to the Contractor

The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 and as noted in the Contractor's approved BS/EP. Contractor shall request reimbursements by

submitting the cash request (monthly invoice) and all other documents as required by City. Final expenditures shall be determined after receipt of end-of-contract documentation, which is due 30 days after the contract is terminated.

§303. Advance Payments

Advance payments to the Contractor are subject to the following conditions:

- A. In exceptional circumstances, the City may permit an advance payment to the contractor in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's Special Los Angeles Bank Account pursuant to a Special Bank Account Agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting a letter stating the amount requested for the advance.
- C. Advance payments will not be made until a proposed BS/EP has been approved by the GRYD Office.
- D. Advance payments will not be made to Contractors who have overdue Expenditure Reports or supporting documentation.
- E. The total advance payments to a Contractor may not exceed 1/12 of the total contract amount (i.e., one month of expenses). All advances are subject to a recoupment schedule determined by the City.
- F. Contractor's failure to perform in accordance with the terms of this Agreement shall result in the Contractor returning advances to the City.
- G. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.

§304. Allowable and Unallowable Costs

To be eligible for cost reimbursement payment under this Agreement, costs must be made in compliance with this Agreement, and with the principles set forth below:

- A. Be necessary and reasonable for the proper and efficient performance of this Agreement and in accordance with the approved BS/EP and the GRYD Fiscal Policy Manual. The City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
- B. Conform to the limitations of any governing statutes, regulations and ordinances.
- C. Be fully documented and determined in accordance with Generally Accepted Accounting Procedures.

- D. Not be included as a cost of or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- E. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 3. Contributions, donations, and costs relating to any political or lobbying activity.
 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, and lodging relating to entertainment, unless for the provision of direct services to the client and/or community as outlined in the GRYD Fiscal Policy Manual.
 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations.
 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 9. Insurance policies offering protection against debts established by the Federal Government.
 10. No real property may be purchased with these funds.
 11. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
 12. City funds may not be used to supplant existing services.

§305. Data Tracking System Records and Reports

- A. The City shall rely upon and use its data tracking system, records and

reports, monthly invoices, and on-site verifications as needed to substantiate Contractor's performance and invoice data.

- B. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§306. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if funds granted to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

§307. Return of Unexpended Funds and Closeouts

The Contractor agrees that any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City no later than thirty (30) days after completion or termination of this Agreement.

The Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed under this Agreement, including all supporting documentation, to the City within thirty (30) days following the termination or completion of this Agreement. Failure by the Contractor to comply with the 30-day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein.

§308. Receipt, Use, and Accountability of Program Income

- A. Program Income shall:
 - 1. Be the property of the City;
 - 2. Not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and
 - 3. Be used solely to offset the operating expenses of the activities funded by this Agreement.

- B. The Contractor shall do all of the following:
1. Record all program income.
 2. Deposit all program income in a separate bank account.
 3. Provide written reports of program income to the City.
 - a. Non-budgeted program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
 - b. Budgeted program income shall be reported in accordance with regular City invoice procedures provided herein.
 4. Submit a written request to the City to use any program income.
 5. Retain all program income in a separate bank account until contractor receives written approval from the City authorizing the use of program income. Approval for expenditure of program income will be documented by the City on the Contractor's BS/EP.
 6. Report the expenditure of program income for operating expenses on forms provided by the City.

§309. Deposit, Utilization, and Commingling of Funds

- A. Funds paid to the Contractor on an advance basis pursuant to this Agreement shall be deposited in accordance with the Contractor's Special Bank Account Agreement, only in the bank or banks approved by the City, and shall be federally insured fully and continuously. All interest income earned on such funds shall accrue to the City.
- B. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- C. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

IV. STANDARD PROVISIONS

§401. Standard Provisions for City Contracts

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/21 [v.4]), which are attached hereto as Exhibit H and incorporated herein by reference. The Standard Provisions may also be found at cao.lacity.org/risk/StandardProvisions.pdf

§402. Confidentiality of Information

- A. The City and the Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and the Contractor agree that:
1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
 3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
 4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§403. Security Clearance and Tuberculosis Test of Staff and Volunteers

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§404. Inventions, Patents and Copyrights

Contractor shall comply with the requirements set forth in Inventions, Patents and Copyrights, which is attached hereto as Exhibit I and incorporated herein by this reference.

§405. 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.

§406. Faith-Based Activities

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as part of the programs or services funded under this Contact. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based Contractor will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.
- C. A religious or faith-based Contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property

dispositions.

§407. Installation of Financial Assistance Sign

The Contractor shall install, or allow to be installed, for public display upon the project premises a sign, identifying the Contractor as receiving financial assistance from the City.

§408. Press Releases and Public Information

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

§409. Effect of Legal Judgment

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

§410. Prohibition of Legal Proceedings

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

§411. Notice to City of Labor Disputes

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

§412. Listing of Contractor's Employment Opportunities

Contractor shall list all Contractors' job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided by this Agreement.

§413. Technical Assistance

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the

City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§414. COVID-19 Requirements

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

V. REPORTING AND RECORDS

§501. Reporting Requirement

- A. General Reporting: At such times and in such forms as the City may require, there shall be furnished to the City such records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

- B. Monthly Fiscal Report and Closeout Report: The Contractor shall submit to the City the following reports as identified below:
 - 1. Expenditure Report
 - a. On or before the 30th day (excluding weekends and holidays) of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures and request for reimbursement as of the previous month on forms provided by the City. This shall include records by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, pay rolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Undocumented or improperly documented expenditures shall not be paid by this Agreement.
 - b. The City may decline to accept Expenditure Reports and reimburse expenditures that are submitted after the due date.
 - c. Contractors who fail to comply with this requirement will not be recommended for contract renewals. Further, letters of support for other grants or community partnerships cannot be provided absent full compliance.

 - 2. Closeout Report
 - a. Within thirty (30) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the BS/EP shall be submitted to the City 30 days before the end of the contract period. Section 707 Defaults identifies City remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) Costs reported and payments requested are valid and consistent with the terms of the Agreement; b)

Cash payment received from the City shall be used to pay only for expenditures as reported on the contract final closeout invoices; and c) Costs reported and payments made are subject to City verification.

- b. In the event that Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement using invoices then on file to determine Contractor's final allowable expenditures. The City will not reimburse the Contractor for expenditures reported more than 30 days following the termination of this Agreement. The City shall provide to the Contractor the City closeout forms at least thirty (30) days before termination of Agreement.
- C. Annual Inventory Report: Contractor shall submit an annual inventory report to the City by the period ending for all nonexpendable property that has a City identification decal affixed to it. The City shall provide the inventory report form to the Contractor thirty (30) days before the termination date of this Agreement.
- D. Report on Reasonable Cost: Contractor shall report to the City costs charged to other funding sources for services which are the same type of fee-for-performance price services as those covered by this Agreement. If such costs are lower, the Contractor shall submit a justification for charging the City a higher cost. Contractor shall submit this report within thirty (30) calendar days after the execution of the Agreement with the other funding source(s).

§502. Audits and Inspections

- A. At any time during normal business hours and as often as the City 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 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.
- B. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.
 - 1. The City may require Contractor who has inadequate fiscal or administrative procedures to adopt the City's accounting or administrative procedures relating to this Agreement, or to secure, at Contractor's expense, the service of independent experts.
 - 2. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard

property, records and/or equipment used in the performance of this Agreement.

3. Should a fiscal or special audit determine that the Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs.

§503. Equipment Records

- A. Equipment is non-expendable personal property that will not be consumed nor loses its identity by being incorporated into another item of property. A record shall be maintained for each item of Equipment acquired for the program which costs \$5,000 or more per unit or is expected to have a useful life of one (1) year or more. A grouping of like items, such as chairs, with an aggregate cost in excess of \$5,000 shall also be controlled and accounted for, even though the cost of a single item is less than \$5,000.
- B. The Equipment record shall include: (a) description of the item of property, including model and serial number, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program, and (d) source of acquisition. The record shall indicate whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for equipment.
- C. All Equipment (acquired for more than \$5,000 per unit) obtained under this Agreement or a previous non-fixed price agreement between the City and Contractor shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- D. A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at such other time as the City shall prescribe.

§504. Accounting Practices

- A. The Contractor shall maintain a system of internal control in accordance with generally accepted accounting practices.
- B. Financial systems shall include:
 1. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, asset, expenditures, and income;
 2. Effective internal controls to safeguard assets and assure their proper use;

3. A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
 4. Source documentation to support accounting records;
 5. Proper charging of costs and cost allocation and be sufficient to:
 - a. Permit preparation of required reports;
 - b. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - c. As required, permit the tracing of program income, potential stand-in costs and other funds that are allowable except for funding limitations as defined in.
- C. The Contractor's system of accounting procedures is subject to approval by the City prior to any disbursement of funds to the Contractor.

§505. Documentation of Expenditures

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. All documentation must follow the guidelines outlined in the GRYD Fiscal Policy Manual.
- B. No Contractor shall release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that such expenditures are reasonable and allowable under the sub-agreement.

§506. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement unless specifically agreed to between the Contractor and the City in a written amendment.

§507. Personal Property

- A. All property purchased with funds provided by this Agreement is the property of the City and shall be returned to the City upon termination of this Agreement.
- B. The property shall be used and maintained by the Contractor as follows:
 1. Property shall be used solely in the performance of this Agreement;

2. No modifications shall be made to the property without the prior written approval of City;
 3. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.
 4. The Contractor shall assure that all non-expendable equipment purchased with funds provided by this or previous Agreements between the City and the Contractor shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.
- C. Information regarding purchase of depreciable equipment including, but not limited to computer hardware and software and vehicles shall be maintained by the Contractor to be submitted to the City upon request.
- D. Contractor shall exercise due care in the use, maintenance, protection and preservation of property in its possession and any other property purchased with funding provided by this Agreement; such care to include, but not be limited to, maintaining required level(s) of insurance coverage against loss or damage to the property, and naming the City of Los Angeles as the other insured legal owner of any motor vehicle or trailer purchased with City-provided grant funds.
- E. Contractor shall notify the City in writing prior to using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement.

§508. Real Property

- A. Site Selection: A written description giving full details of any site(s) selected by the Contractor for use pursuant to this Agreement shall be submitted to the City for review prior to renting or leasing said site. The City shall only approve expenditures of City funds in the amount that is determined to be the fair market value.
- B. All lease agreements shall incorporate the following provisions. Contractor shall amend any current lease agreements to incorporate the following provisions.
1. All leases of property or facilities procured to house a City Program under this Agreement must contain a provision which allow the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates Contractor's City Agreement or if Contractor abandons the lease.

2. All leases of property or facilities procured to house a City program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor paid for with Agreement funds, inures to the benefit of the City, and the City may elect, at its sole option, to remove such equipment.
3. A copy of all leases must be approved by the City and be on file with the City prior to the release of cash.
4. Contractor shall not sublease, assign or amend in any manner leases paid for with Agreement funds without prior written City approval.
5. Written amendments to executed lease or rental agreements shall comply with the conditions set forth herein.

§509. Equipment

A. Lease of Equipment

1. Prior to the lease of equipment the Contractor shall comply with the terms of this Agreement;
2. A copy of each executed equipment lease agreement shall be submitted to the City prior to payment;
3. Written amendments to the executed equipment lease agreement shall comply with the conditions set forth herein;
4. The term equipment as used in this Agreement shall be defined to mean personal property;
5. Contractor shall notify the City in writing prior to using equipment for this Agreement that was or is to be or leased with public funds not provided by this Agreement.

VI. SUBCONTRACTING

§601. Subcontracts

- A. For the purpose of this Agreement, subcontracts shall include purchase agreements, lease or rental agreements, third party agreements, and consultant services agreements between Contractor and any third party made in furtherance of this Agreement (“Subcontractor Agreement” or “Subcontract”).
- B. Subcontracts and amendments thereto shall be submitted to the City for written approval prior to execution.
- C. All Subcontracts must:
 - 1. Be written;
 - 2. Include a detailed Scope of Services that Subcontractor will complete under the Subcontract;
 - a. Contractor shall establish a minimum number of clients for Subcontractor.
 - b. Contractor shall establish the minimum active caseload for Subcontractor in the Subcontractor’s agreement.
 - c. Contractor shall limit Subcontractors’ services to youth who are referred by the Contractor to the Subcontractor. Services provided by Subcontractor without a Contractor referral will not be counted and payment will not be made for any rendered services.
 - 3. Include the Subcontractor’s detailed Budget and Expenditure Plan;
 - 4. Specifically prohibit assignment or transfer of interest without prior written approval by the City; and
 - 5. Incorporate all applicable provisions of this Agreement between the City and Contractor, including, but not limited to, the Payment Provisions, Standard Provisions, and the Reports, Records, and Audits provisions.

§602. Conflict of Interest

- A. 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 proposed subcontractors and its officers, directors or employees.
- B. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract

supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractors; 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 such as family business, etc.; or where such person knows or should have known that:

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

C. Definitions:

- a. The term "immediate family" includes, but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law:
- b. 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, 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 subcontractors ownership: partnership interest or other beneficial interest of five (5) percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

D. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, or a party to a subcontract (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

1. Minutes of board meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect/benefit in the action.

2. 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.
3. 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.
4. 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 (1) year thereafter.
5. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractors" for the term "Contractor" and "sub-contractors" for "Subcontractors".
6. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§603. Subcontract Execution

- A. The Contractor is responsible for ensuring that Subcontractor Agreements are executed in a timely manner, and a copy provided to the Mayor's Office for file within 30 days from the first day of the Agreement.
- B. Copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.
 1. Contractor shall request payment for a subcontractor only after receipt of required program and fiscal documentation and execution of the subcontract Agreement. The Contractor shall withhold funds from any subcontractor that fails to comply with the terms and conditions of this Agreement and/or their Subcontractor Agreement. Once subcontractors are compliant with documentation requirements, Contractor shall release payment to subcontractor(s) within ten (10) days of release of funds from the City.
 2. When a change (e.g., removal or modification of contract) is made to a Subcontractor because of duplication of contractual services, services not required by contract, or a modification to sub-agreement, the Contractor shall first submit a written request to the City. Written requests should elaborate the need for change. Approval from the City must be obtained prior to change.
- C. Contractor shall provide training and technical assistance as needed to subcontractors, and ensure that subcontractors understand their

respective roles in the Program. Contractor shall convey recommendations by program evaluators to the subcontracting agencies, and lead discussions on ways to make program improvements.

§604. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

VII. DEFAULTS AND TERMINATION

§701. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

§702. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days after receiving the notice from the City.

§703. Notice of Changes

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially impact the performance of this Agreement or the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or By Laws, move to dissolve or transfer any assets derived from funds provided under §301 of this Agreement, negotiations leading to the sale, merger or acquisition of the Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding the Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including: 1) any amendments of documents; 2) actions which would change Contractor's legal status; 3) any action which may materially change the performance of this Agreement (i.e., bankruptcy); or 4) change in Contractor's corporate name.

§704. Defaults

- A. The City may find the Contractor in default should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to the following:
 1. failing to meet the Performance Standards,

2. failing to start up the program on time, or failing to provide services according to plan and/or to benefit customers and the provisions of the Agreement,
 3. failing to maintain expenditures at an approved rate in the BS/EP for the period,
 4. failing to resolve performance problems in a timely manner,
 5. failing to demonstrate the capabilities to solve identified problems within a specific time,
 6. failing to submit timely and accurate MIS and/or Fiscal documents to City,
 7. failing to maintain agreed cost per placement or fails to utilize City funds in accordance with the terms and conditions of the Agreement.
- B. Should the City find the Contractor in default, the City reserves the right to take any or all of the following actions at its discretion:
1. Notify Contractor of performance deficiencies in accordance with this Agreement;
 2. Withhold the release of funds;
 3. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by one of the following three methods:
 - a. Surety/performance bond
 - b. Standby or direct letter of credit
 - c. Blocked savings account
 4. The amount and form of such security, if required, shall be determined by the City as noted on Exhibit A Insurance and is subject to prior City approval;
 5. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
 6. Require Contractor to secure, at its own expense, the services of independent auditors;
 7. Require specific performance progress reports for identified time periods;

8. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this agreement;
 9. Suspend operations in accordance with this Agreement;
 10. Terminate the Agreement.
- C. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement 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 with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§705. Notice to Correct Performance

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

VIII. ENTIRE AGREEMENT

§801. Complete Agreement

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

§802. Number of Pages and Attachments

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

This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-six (36) pages, nine Exhibits and three Attachments, which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

FOR: THE CITY OF LOS ANGELES
ERIC GARCETTI, Mayor

By _____
Christopher Lee, Deputy City
Attorney

By _____
Eric Garcetti, Mayor

Date _____

Date _____

ATTEST:
HOLLY WOLCOTT, Interim City Clerk

By _____
Deputy City Clerk

Date _____

(Contractor's Corporate
Seal or Notary)

FOR: CAL STATE LA UNIVERSITY
AUXILIARY SERVICES, INC.

By _____

Print Name _____

Officer Title _____

Date _____

ATTEST:

By: _____

Print Name _____

Officer Title _____

Date _____

City Business License Number: 0002338508-0001-9

Internal Revenue Service ID Number:

Council File/CAO File Number 21-1064 Date of Approval / /21

Said Agreement is Number _____ of City Contract