

LOS ANGELES POLICE COMMISSION

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POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

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(213) 236-1440 TDD

June 10, 2026

BPC #26-166

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

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

Dear Honorable Members:

RE: 2024 DEMONSTRATION PROGRAM ON TRAUMA-INFORMED, VICTIM-CENTERED TRAINING FOR LAW ENFORCEMENT ON DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING PROGRAM – CITY COUNCIL FILE NO. 24-1280

At the regular meeting of the Board of Police Commissioners held on Tuesday, June 9, 2026, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS


REBECCA MUNOZ

Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

May 29, 2026

14.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: FISCAL YEAR 2024 DEMONSTRATION PROGRAM ON TRAUMA-INFORMED, VICTIM-CENTERED TRAINING FOR LAW ENFORCEMENT ON DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING PROGRAM (C.F. 24-1280) – NO-COST EXTENSION

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant award amendment, pursuant to Administrative Code Section 14.8(a)(b), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council:
 - A. AUTHORIZE the Chief of Police or designee to ACCEPT the 12-month no-cost extension for the Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program (Abby Honold Program) from the United States Department of Justice, extending the grant end date from September 30, 2027, to September 30, 2028.
 - B. AUTHORIZE the Chief of Police or designee to extend the subrecipient contract C-204223, with Peace Over Violence, to reflect the grant performance period, subject to the review of the City Attorney as to form; and,
 - C. AUTHORIZE the Los Angeles Police Department to prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

DISCUSSION

The Los Angeles Police Department (Department) is seeking approval to accept a 12-month no-cost extension for the 2024 Abby Honold Program. The United States Department of Justice, Office on Violence Against Women (OVW) granted a 12-month, no-cost extension extending the grant's end date from September 30, 2027 to September 30, 2028.

The total grant award remains at \$ 500,000.00 with a revised performance period from October 1, 2024, through September 30, 2028.

The Abby Honold Program awards grants to law enforcement agencies to train officers to conduct trauma-informed and victim-centered investigations, with the goal of preventing re-traumatization of the victim and to increase communication between victims and law enforcement. The Department was awarded \$500,000 on September 13, 2024, and are allocated for personnel overtime, fringe benefits, travel, supplies, and subrecipient, Peace Over Violence, which will provide the subject expertise and assist with the grant. The grant award was approved by City Council on June 18, 2025 (C.F. 24-12800).

The 12-month no-cost extension will enable the Detective Bureau to meet grant deliverables in implementing the Operation Promoting Respectful Outreach, Training, and Empowerment for Community Transformation (PROTECT), a training program to train officers in conducting trauma-informed, victim-centered investigations.

For any questions, please contact Senior Management Analyst II Barbra Montesquieu, Officer in Charge, Grants Section, Strategic Planning and Policies Division, at (213) 486-0380.


Respectfully,

A handwritten signature in blue ink, appearing to read "Jim McDonnell". To the right of the signature, the word "FOR:" is written in blue ink.

JIM McDONNELL
Chief of Police

Attachments

**BOARD OF
POLICE COMMISSIONERS**
Approved June 9, 2026
Secretary Rebecca Muniz

 Outlook

Grant Award Modification for an award from DOJ is Approved

From do-not-reply@usdoj.gov <do-not-reply@usdoj.gov>

Date Tue 4/21/2026 6:15 AM

To BRIAN JUNG <n6217@lapd.online>; caitlyn.largent@usdoj.gov <caitlyn.largent@usdoj.gov>; Grants2 <Grants2@lapd.online>; caitlyn.largent@usdoj.gov <caitlyn.largent@usdoj.gov>

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



The request for a grant award modification, GAM-624711, for award number 15JOVW-24-GG-00987-TRAU under the solicitation *OVW Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold) Program* is approved.

Please log into DOJ's JustGrants system at [JustGrants](https://www.justicegrants.usdoj.gov).

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Abby Honold Program Grant - No Cost Extension

From Largent, Caitlyn (OVW) <Caitlyn.Largent@usdoj.gov>

Date Tue 4/14/2026 2:33 PM

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello, Abby Honold Program Grantees,

I apologize for late afternoon email, but I just heard that there were concerns about the end of the grant period/No Cost Extensions, so I wanted to get you all information immediately.

Unless I hear from you otherwise, I will be granting each site a No Cost Extension (known as a Project Period Extension in JustGrants) for 12 months, the longest we can do. This will put you all at an end date of 9/30/28 instead of 9/30/27.

We usually do not submit these until closer to the end of the project period but given the circumstances I will get these started for you now.

Please let me know by the end of the week if you do NOT want a project period extension. If I do not hear from you, I will start processing these on Monday the 20th. Thank you!!

Take Care,
Caitlyn

Caitlyn Largent

Management and Program Analyst

Office on Violence Against Women

US Department of Justice

(202) 802-8337

Caitlyn.Largent@usdoj.gov





Department of Justice (DOJ)

Office on Violence Against Women (OVW)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF LOS ANGELES 200 N MAIN ST
City, State and Zip:	LOS ANGELES, CA 90012
Recipient UEI:	ZRXCMNNSUEJ1
Project Title: OVW 2024 Abby Honold Grant Program	Award Number: 15JOVW-24-GG-00987-TRAU
Solicitation Title: OVW Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold) Program	
Federal Award Amount: \$500,000.00	Federal Award Date: 9/13/24
Awarding Agency:	Office on Violence Against Women
Funding Instrument Type:	Grant
Assistance Listing: 16.058 - Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/28
Project Description: <p>?The Demonstration Program on Trauma-Informed, Victim-Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold Program), authorized by 34 U.S.C § 12513, supports efforts to improve law enforcement's response to allegations of domestic violence, dating violence, sexual assault, and stalking from the time of a victim's initial report throughout the entire investigation, and to promote the efforts of law enforcement in improving the response to these crimes. The Abby Honold Program awards grants to law enforcement agencies to train officers to conduct trauma-informed and victim-centered investigations, with the goal of incorporating trauma-informed techniques designed to prevent re-traumatization of the victim and to increase communication between victims and law enforcement as well as stakeholders in a coordinated community response. This program's purpose is also to evaluate the effectiveness of the training.</p> <p>??Abby Honold Projects will: 1) Train covered individuals within the demonstration site of the eligible entity to use evidence-based practices.</p> <p>?The Abby Honold project by the City of Los Angeles will work in partnership with Peace Over Violence to meet these goals.</p>	

Award Information

Application Number

GRANT14145132

Funding Instrument Type:

Grant

Award Number

15JOVW-24-GG-00987-TRAU

Supplement Number

00

Award Acceptance Date

07/07/2025 05:05 PM EDT

Assistance Listings Number**Assistance Listings Program Title**

16.058

Demonstration Program on Trauma-informed, Victim Centered Training for Law Enforcement

Statutory Authority

34 U.S.C. 12513

Current Authorized Representative

Title of Authorized Representative

Name of Authorized Representative

Jim McDonnell

Solicitation Information

Solicitation Title

2024 OVW Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold) Program

Project Title

OVW 2024 Abby Honold Grant Program

Project Description

?The Demonstration Program on Trauma-Informed, Victim-Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold Program), authorized by 34 U.S.C § 12513, supports efforts to improve law enforcement's response to allegations of domestic violence, dating violence, sexual assault, and stalking from the time of a victim's initial report throughout the entire investigation, and to promote the efforts of law enforcement in improving the response to these crimes. The Abby Honold Program awards grants to law enforcement agencies to train officers to conduct trauma-informed and victim-centered investigations, with the goal of incorporating trauma-informed techniques designed to prevent re-traumatization of the victim and to increase communication between victims and law enforcement as well as stakeholders in a coordinated community response. This program's purpose is also to evaluate the effectiveness of the training.

??Abby Honold Projects will: 1) Train covered individuals within the demonstration site of the eligible entity to use evidence based, trauma-in-

?The Abby Honold project by the City of Los Angeles will work in partnership with Peace Over Violence to meet these goals.?

Project Budget Summary

Final Budget Clearance

This is the current budget as updated by GAM ID: GAM-618647.

Budget Summary (Manual)

SUBRECIPIENT AGREEMENT

Subrecipient: PEACE OVER VIOLENCE

Title: FY 2024 DEMONSTRATION PROGRAM ON TRAUMA-
INFORMED, VICTIM CENTERED TRAINING FOR LAW
ENFORCEMENT ON DOMESTIC VIOLENCE, DATING
VIOLENCE, SEXUAL ASSAULT, AND STALKING
(ABBY HONOLD) PROGRAM GRANT

Said Agreement is Number C-204223 of City Contracts

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ATTACHMENTS

Attachment A	Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Attachment B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Attachment C	Certification Regarding Lobbying
Attachment D	Certification Regarding Drug Free Workplace Requirements
Attachment E	City Ethics Commission (CEC) Form 50
Attachment F	City Ethics Commission (CEC) Form 55
Attachment G	Award Conditions
Attachment H	Statement of Work and Budget Summary

AGREEMENT NUMBER C-204223 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
PEACE OVER VIOLENCE

THIS SUBRECIPIENT AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through the Los Angeles Police Department (“LAPD” or “Department”), and Peace Over Violence, a California 501(c)(3) nonprofit corporation (the “Subgrantee” or “Subrecipient”)(each a “Party” and collectively, the “Parties”).

WITNESSETH

WHEREAS, the Department of Justice, Office of Violence Against Women has provided financial assistance to the LAPD through its Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold) Program (the “Grant”) in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the “Grant Funds”), such Grant being administered by the Office of Violence Against Women (“OVW” or the “Grantor”) and having been accepted by the Los Angeles City Council (Council File No. 24-1280); and

WHEREAS, the Grant seeks to provide funding to law enforcement agencies to train officers to conduct trauma-informed and victim-centered investigations, with the goal of incorporating trauma-informed techniques designed to prevent re-traumatization of the victim and to increase communication between victims and law enforcement as well as stakeholders in a coordinated community response; and

WHEREAS, the Grant provides funding to the LAPD to implement Operation Promoting Respectful Outreach, Training, and Empowerment for Community Transformation (PROTECT), a training program to train officers in conducting trauma-informed, victim-centered investigations; and

WHEREAS, the Subrecipient, a non-profit organization established in 1971, is a sexual and domestic violence, intimate partner stalking, child abuse and youth violence prevention center headquartered in Los Angeles and provides comprehensive programs including emergency, intervention, prevention, education, and advocacy services; and

WHEREAS, the Los Angeles City Council authorized the Chief of Police to negotiate and execute a Professional Services Agreement with the Subrecipient to assist the LAPD with the implementation of the PROTECT program for a term within the applicable grant performance period and for a sum not to exceed Ninety Thousand Dollars (\$90,000.00) of Grant Funds; and

WHEREAS, the performance period for the Grant is from October 1, 2024 to September 30, 2027; and

WHEREAS, the services required are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City's interests; and

WHEREAS, the City and the Subrecipient each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (Council File No. 24-1280, June 18, 2025).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (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 Subrecipient, known as Peace Over Violence, a California 501(c)(3) nonprofit corporation, having its principal office at 1541 Wilshire Blvd. 3rd Floor, Los Angeles, California 90017.

§102. Representatives of the Parties and Service of Notices

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

Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, CA 90012

With copies to:

Commanding Officer
Detective Bureau
Los Angeles Police Department
100 West First Street, Suite 636
Los Angeles, California 90012

And:

Officer in Charge
Grants Section
Los Angeles Police Department
100 West First Street, Suite 1061
Los Angeles, California 90012
Email: grants@lapd.online

2. The representative of the Subrecipient shall be:

Patricia Giggans
Chief Executive Officer
Peace Over Violence
1541 Wilshire Blvd. 3rd Floor
Los Angeles, California 90017

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City pursuant to Section 401 of this Agreement and the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Attachment B and made a part hereof. The Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Attachment C and made a part hereof. The Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. The Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification Regarding Drug Free Workplace Requirements attached hereto as Attachment D and made a part hereof. The Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- E. City Ethics Commission Form 50, attached hereto as Attachment E and made a part hereof. The Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- F. City Ethics Commission Form 55, attached hereto as Attachment F and made a part hereof. The Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- G. Award Conditions, attached hereto as Attachment G and made a part hereof. The Subrecipient hereby acknowledges that the services are funded by federal grant funds, and, notwithstanding anything to the contrary in this Agreement, Subrecipient hereby agrees to comply with the terms and provisions set forth in Attachment G, Award Conditions.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon date of execution by all parties and end on September 30, 2027 (the "Term"). Said Term is subject to the provisions herein. Performance shall not commence until the Subrecipient has obtained the City's approval of the insurance required in §401 herein.

§202. Services to be Provided by the Subrecipient

The Subrecipient shall provide the services set forth in, and in accordance with, this Section 202. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Background

The Los Angeles Police Department (LAPD) received a grant from the Department of Justice, Office of Violence Against Women, to implement Operation Promoting Respectful Outreach, Training, and Empowerment for Community Transformation (PROTECT), a training program to train officers in conducting trauma-informed, victim-centered investigations

The Operation PROTECT program has three goals:

- Goal 1. Support and develop train-the-trainer program for Domestic Abuse Response Team (DART) officers,
- Goal 2. Offer in-person training for identified patrol officers, and
- Goal 3. Develop and implement an e-learning module for patrol officers.

To achieve these goals, the Subrecipient will partner with the LAPD to provide trauma-informed, victim-centered training to law enforcement which include:

- 1. Planning and developing training curricula for LAPD officers,
- 2. Serving as a training resource for LAPD officers on domestic violence and trauma-informed responses,
- 3. Conducting Train-the-Trainer Sessions for Domestic Abuse Response Team (DART) officers and advocates, and
- 4. Data collecting and reporting that qualitatively and quantitatively measures training effectiveness and participant feedback.

B. Subrecipient Responsibilities

During the term of this Agreement, Contractor shall provide the following services in accordance with Section H, Scope of Work and Budget Summary.

III.
PAYMENT

§301. Compensation and Method of Payment

- A. The City of Los Angeles shall disburse to the Subrecipient as consideration for the services to be provided by Subrecipient as set forth in this Agreement its allocated Grant amount not to exceed Ninety Thousand Dollars (\$90,000.00) to be used solely for items listed in the Scope of Work and Budget Summary, attached hereto as Attachment H and made a part hereof, and as described in §202 above. Such compensation shall be used in strict accordance with the Scope of Work and Budget Summary. The foregoing rate represents the total compensation and reimbursement to be paid by the City to the Subrecipient for all services to be performed and costs incurred by the Subrecipient pursuant to this Agreement.
- B. Each invoice shall be submitted on the Subrecipient's letterhead. Invoices shall indicate relevant details about the services rendered, including, but not limited to, date, time (start and end of watch), location, and number of hours worked. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has approved the work received. The City shall have a reasonable amount of time following the receipt of an invoice to notify the Subrecipient in writing of any deficiencies in the work received. If the Subrecipient is not notified of deficiencies during this period, then the work is deemed to be approved. The City shall effect payment within a reasonable amount of time following receipt of an invoice that has been deemed to be approved in accordance with the terms of this Agreement. The Subrecipient shall submit invoices to the City on a monthly basis. The Subrecipient's invoices shall include all services from the preceding month for which the Subrecipient is billing the City and shall be delivered to the City no later than the tenth day of the month following the month in which the services being billed are rendered. All invoices shall be sent to the LAPD through electronic mail to:

Officer in Charge
Grants Section
Los Angeles Police Department
grants@lapd.online

- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of state funds for this program to the City. The Contract may be terminated immediately upon written notice to the Subrecipient of a loss or reduction of state grant funds.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Subrecipient. The City will not compensate the Subrecipient for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. The submission of invoices by the Subrecipient shall constitute the Subrecipient's certification that the invoices are true and correct under the penalty of perjury.
- E. The Subrecipient agrees to offer the City discounted terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms. The Subrecipient warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Subrecipient's profession, doing the same or similar work under the same or similar circumstances.

§302. Ratification

Due to the need for the Subrecipient's services to be provided continuously on an ongoing basis, the Subrecipient may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

IV.
STANDARD PROVISIONS

§401. Standard Provisions for City Contracts (Rev. 1/25 [v.2])

The Subrecipient must comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A and incorporated herein by this reference.

§402. Border Wall Bid Disclosure

The Subrecipient shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if the City determines that the Subrecipient failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampLA.org.

§403. False Claims Act

The Subrecipient acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$11,000.00 per false claim. The Subrecipient shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving Grant funds.

§404. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

The Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The Subrecipient shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 404 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Subrecipient, it shall be construed to mean "as applicable"

to the Subrecipient as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

1. Uniform Requirements for Federal Awards

The Subrecipient shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 et al.

2. Single Audit Act

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

3. Americans with Disabilities Act

The Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. The Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Subrecipient, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

The Subrecipient shall comply with the Anti-Lobbying Act (18

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

Concurrent with or prior to the execution of this Agreement, the Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Attachment C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed. The Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Attachment C is true and correct as of the date of execution of this Agreement.

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

5. Records Inspection

At any time during normal business hours and as often as the Grantor and the City may deem necessary, the Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. The Subrecipient hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all the Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this

Agreement.

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

6. Records Maintenance

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

7. Labor

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

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

The Subrecipient shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201) as they apply to employees

of institutions of higher education, hospitals and other non-profit organizations.

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

8. Civil Rights

The Subrecipient shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due

process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against the Subrecipient or any of its subcontractors being funded with Grant Funds, or the Subrecipient or any of its subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City.

The Subrecipient will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). The Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

The Subrecipient shall comply, and ensure that its subcontractors comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), and the Juvenile Justice and Delinquency Prevention Act, or the Victims of the Crime Act, as appropriate.

9. Environmental

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

The Subrecipient shall comply, as applicable, with, and provide any information requested by the Grantor and the City to ensure compliance with, the following laws and regulations; (a) institution

of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) Section 306 of the Clean Air Act (42 U.S.C. 1857(b)) and Section 508 of the Clean Water Act (33 U.S.C. 1368) (g) Environmental Protection Agency regulations (40 CFR part 15); (h) mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-63).

The Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. The Subrecipient agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of the City and the Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If applicable, the Subrecipient must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the City for review. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

The Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to

protecting components or potential components of the national wild and scenic rivers system.

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

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

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

By signing this Agreement, the Subrecipient warrants that it is in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

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

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

10. Preservation

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

11. Suspension and Debarment

The Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and the Subrecipient shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Attachment B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. The Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Attachment B is true and correct as of the date of execution of this Agreement. The Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. The Subrecipient shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

The Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, the Subrecipient shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Attachment D and incorporated herein by reference. Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Attachment D is true and correct as of the date of execution of this Agreement.

13. Miscellaneous

The Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities

supported by these Grant Funds and P.L. 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this Grant Award. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). The Subrecipient shall comply with the Genetic Information Nondiscrimination Act of 2008.

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 49 Code of Federal Regulations (CFR) Part 18 (Uniform Administrative Requirements for Grants); 23 CFR Part 1200 (Uniform Procedures for State Highway Safety Grant Programs); 23 U.S.C. Chapter 4 (Highway Safety Act of 1966, as amended).
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for

Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

4. Technology Requirement:
 - (a) The Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for the project funded by this Agreement. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.
 - (b) For any information technology system funded by this Agreement, the Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable. The Subrecipient shall comply with all applicable DOJ information technology standards.
 - (c) All equipment and software purchased or developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).
5. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, the Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

6. The Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). The Subrecipient understands and agrees that it, and any of its employees or subcontractors may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- (b) Procure a commercial sex act during the period of time that this Agreement is in effect; or
- (c) Use forced labor in the performance of this Agreement.

The Subrecipient understands and agrees that the City and/or the Grantor may unilaterally terminate this Agreement, without penalty, if the Subrecipient:

- (d) Is determined to have violated a prohibition identified in this paragraph 6, subparagraphs a, b, or c; or
- (e) Has an employee who is determined by an agency official authorized to terminate this Agreement to have violated any such prohibition through conduct that is either:
 - (i) associated with performance under this Agreement; or
 - (ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by the Grantor at 2 CFR Part 3000.

The Subrecipient further understands and agrees that:

- (f) It must inform the City immediately of any information received from any source alleging a violation of a prohibition in this paragraph 6, subparagraphs a, b or c;
- (g) The City's and/or the Grantor's right to terminate unilaterally as described in this paragraph 6 implements Section 106(g) of the TVPA, and that the right of the City and the Grantor to terminate this Agreement unilaterally is in addition to all

other remedies for noncompliance that are available under this Agreement and the Grant.

- (h) For purposes of this paragraph 6:
 - (i) “Employee” means either:
 - 1. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this Agreement; or
 - 2. another person engaged in the performance of the project or program under this Agreement and not compensated by the Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
 - (iii) “Private entity” means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
 - (iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended.
- 7. The Subrecipient agrees to cooperate with the City and the Grantor with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by this Grant.

8. The Subrecipient shall comply with all applicable confidentiality statutes, regulations and requirements, including but not limited to, 42 U.S.C. §3789g, as applicable; 28 CFR Part 22 et seq., as applicable; the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance.

The City and the Subrecipient will exchange various kinds of information pursuant to this Agreement. That information may 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 Board of Corrections, 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. The City and the Subrecipient agree that:

- a. 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.
- b. 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 Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. 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.
- d. 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.

- e. If the City or the Subrecipient enters into an agreement with a third party to provide services, the City or the Subrecipient 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.
 - f. 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.
 - g. Notwithstanding any of the foregoing, the Subrecipient shall not disclose personally identifying information about victims served with these Grant funds without a prior written release, unless the disclosure of the information is required by a statute or court order. "Personally identifying information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking. Releases must be written, informed and reasonably time-limited and signed by the victim unless the victim is an unemancipated minor or a person with disabilities.
- 9. The Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
 - 10. The Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
 - 11. The Subrecipient hereby agrees to submit to the City and the Grantor for review and approval, any proposal or plan for Selective Traffic Enforcement Program media-related outreach. City and Grantor approval must be received prior to any obligation or

expenditure of Grant funds related to the development of media-related outreach projects.

12. The Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletins, regarding disclosure of sub-awards and executive compensation.

C. Noncompliance

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

§405. Federal, State and Local Taxes

The Subrecipient hereby acknowledges and agrees that the compensation payable to the Subrecipient under this Agreement shall be the total amount payable to the Subrecipient for its services under this Agreement and that any and all Federal, State and local taxes or levies owed past, present or in the future in connection with the Subrecipient's services under this Agreement shall be the sole responsibility of the Subrecipient and not the City.

§406. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies,

dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 406, the City and the Grantor shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policies

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by this Agreement, the Grantor and the City, at their respective discretion, may copyright the Material. Before copyrighting any Material, the Subrecipient shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, the Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which the Subrecipient purchases ownership with Grant Funds paid under this Agreement. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

D. Rights to Data

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

data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Subrecipient or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Subrecipient hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Subrecipient under this Agreement. Subrecipient further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products delivered to the City that are not originated or prepared by Subrecipient or its subcontractors of any tier under this Agreement, Subrecipient hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose.

F. Obligations Binding on Subcontractors

The Subrecipient shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§407. Restriction on Disclosures

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

§408. Limitation of Corporate Acts

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

§409. Subrecipient Personnel

The Subrecipient shall employ persons meeting the qualifications for those positions as negotiated between the Subrecipient and the City for this Agreement. The Subrecipient shall ensure that the Subrecipient's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, the Subrecipient shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. The Subrecipient agrees to remove personnel from performing work under this Agreement if requested to do so by the City. The Subrecipient shall replace all key personnel with equally or better qualified staff.

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

§410. Funding Reduction

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

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

§411. Press Releases-Public Information, Publications and Markings

The Subrecipient shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Subrecipient 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 in connection with the project that is the subject of this Agreement. The Subrecipient shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. The Subrecipient shall also coordinate press releases with the City and Grantor for maximum impact.

The Subrecipient agrees to submit to the Grantor and the City for review and approval any curricula, training materials, reports, proposed publications, or any other written materials that will be published, including web-based materials and web site content, through Grant funds at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Subrecipient's or the government's expense, shall contain the following statement: *"This document was prepared under a grant from U.S. Department of Justice. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Justice."*

§412. Participation of Small, Minority, and Women's Business

The Subrecipient agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. The Subrecipient certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. The Subrecipient shall not change any of these designated subcontractors, nor shall the Subrecipient reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, the Subrecipient shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Subrecipient shall:

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

§413. Prohibition of Legal Proceedings

The Subrecipient 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.

§414. Notice to City of Labor Disputes

When the Subrecipient 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 Subrecipient shall immediately give notice thereof, including all pertinent information, in regard to same to the City.

§415. City Evaluation of Subrecipient's Performance

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

§416. Headings and Captions

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

§417. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Subrecipient shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable laws, statutes and regulations as set forth in §404 and elsewhere in this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§418. 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 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.

§419. Compliance with Los Angeles City Charter Section 470(c)(12)

The Subrecipient, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000.00 or more and requires approval of a City elected official. Additionally, the Subrecipient is required to provide and update certain information to the City as specified by law. Any Subrecipient subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000.00 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Subrecipient names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to the Subrecipient within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

The Subrecipient, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

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V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Subrecipient fail for any reason to comply with the contractual obligations of this Agreement, the City reserves the right to take any or all of the following actions at its sole discretion:

- A. Notify the Subrecipient of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to the Subrecipient until the Subrecipient has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted in Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]) and is subject to prior City approval;
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. Require the Subrecipient to secure at its own expense the services of Independent Experts;
- F. Require specific performance progress reports for identified time periods;
- G. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this Agreement; and
- H. Suspend operations in accordance with §503 below of this Agreement.

§502. Notice to Correct Performance

- A. The City may notify the Subrecipient 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 seven business days, the Subrecipient 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. The Subrecipient shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§503. Suspension of the Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for the Subrecipient's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within seven business days from the date of written City notification, the Subrecipient shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of the City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Subrecipient is not fully insured in compliance with §401 (Insurance) herein. Performance shall not resume without the prior written approval of the City.

§504. Termination of Agreement

- A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving the Subrecipient thirty (30) days written notice thereof. Upon receipt of said notice, the Subrecipient shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay the Subrecipient its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Subrecipient to affect such termination. Thereafter, the Subrecipient 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. The Subrecipient agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except for excusable delays as provided for under the terms of this Agreement, if the Subrecipient 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 the Subrecipient written notice of such default. If Subrecipient 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 the Subrecipient's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against the Subrecipient, or if the Subrecipient makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
3. If the Subrecipient 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 the Subrecipient shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. The Subrecipient 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 the Subrecipient 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.

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VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Amendments

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

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

§603. Waivers

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

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

§604. Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes thirty-six (36) pages and eight Attachments, which constitute the entire understanding and agreement of the parties.

IN WITNESS THEREOF, the Parties hereto have caused this Subrecipient Agreement to be executed by their respective representatives.

THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: 
JIM McDONNELL
Chief of Police

Date: 2-4-26

PEACE OVER VIOLENCE

By: 
PATRICIA GIGGANS
Chief Executive Officer

Date: 1/20/26

APPROVED AS TO FORM:

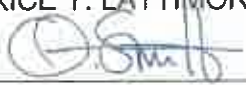
HYDEE FELDSTEIN SOTO, City Attorney

By: *Barak Vaughn*
BARAK VAUGHN
Assistant City Attorney

Date: 2-24-25

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: 
Deputy City Clerk

Date: Feb 24, 2026



City Business License Number: 0000593769-0001-5

Internal Revenue Service Tax ID Number: On File with Department

Council File Number: 24-1280 Date of Approval: June 18, 2025

City Contract Number: C-204223

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **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 effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, 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, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. 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 **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. 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 PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by CITY may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Peace Over Violence

Date: 12/12/2025

Agreement/Reference: FY 2024 Demonstration on Trauma-Informed, Victim Centered Training Grant

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers
 Jones Act

General Liability City of Los Angeles must be named as an additional insured party

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Submitted to James Acheron @ LAPD, December 12, 2025

**Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: cao.insurance.bonds@lacity.org)

**No imposed automobile insurance-- contractor must comply with California automobile liability laws.

ATTACHMENT B

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

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

ATTACHMENT D

**CERTIFICATION REGARDING DRUG FREE WORKPLACE
REQUIREMENTS**

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

Peace Over Violence
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

AGREEMENT # C-204223

Patricia Giggans, Chief Executive Officer
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

8/14/2025
DATE

ATTACHMENT E

CITY ETHICS COMMISSION (CEC) FORM 50

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) RAMP ID 219866	Awarding Authority (Department awarding the contract) Los Angeles Police Department
Bidder Name Peace Over Violence	
Address 1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017	
Email Address info@peaceoverviolence.org	Phone Number 213-955-9090

Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

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

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Patricia Giggans

Name

Chief Executive Officer

Title

**Patricia
Giggans**

Signature

08/13/2025

Date

Digitally signed by Patricia
Giggans
Date: 2025.08.13 12:07:58
-07'00'

ATTACHMENT F

CITY ETHICS COMMISSION (CEC) FORM 55

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): RAMP ID: 219866 Date Bid Submitted: 08/08/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Abby Harold Training

Awarding Authority (Department awarding the contract): Los Angeles Police Department

Bidder Name: Peace Over Violence

Bidder Address: 1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017

Bidder Email Address: info@peaceoverviolence.org Bidder Phone Number: 213-955-9090

Schedule Summary

Please complete all three of the following:

- | | | |
|---|---|--|
| <p>1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input checked="" type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>2</u></p> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Patricia Giggans
Name
Chief Executive Officer
Title

Patricia Giggans
Signature
08/08/2025
Date

Digitally signed by Patricia Giggans
Date: 2025.08.08 10:24:34 -07'00'

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Patricia Giggans</u>	Title: <u>Chief Executive Officer</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: <u>Yvette Lozano</u>	Title: <u>Deputy Executive Director</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: <u>Mayanka Melville</u>	Title: <u>Board President</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: <u>Brianne Hum</u>	Title: <u>Board Vice President</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: <u>Jose Meneses</u>	Title: <u>Board Secretary</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: <u>Dawn Bey</u>	Title: <u>Board Treasurer</u>
Address: <u>1541 Wilshire Blvd, 3rd Floor Los Angeles, CA 90017</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
NOT APPLICABLE
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

ATTACHMENT G

AWARD CONDITIONS



Department of Justice (DOJ)
Office on Violence Against Women (OVW)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF LOS ANGELES 200 N MAIN ST
City, State and Zip:	LOS ANGELES, CA 90012
Recipient UEI:	ZRXCMNNSUEJ1
Project Title: OVW 2024 Abby Honold Grant Program	Award Number: 15JOVW-24-GG-00987-TRAU
Solicitation Title: OVW Fiscal Year 2024 Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement on Domestic Violence, Dating Violence, Sexual Assault, and Stalking (Abby Honold) Program	
Federal Award Amount: \$500,000.00	Federal Award Date: 9/13/24
Awarding Agency:	Office on Violence Against Women
Funding Instrument Type:	Grant
Assistance Listing: 16.058 - Demonstration Program on Trauma-Informed, Victim Centered Training for Law Enforcement	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: ?The Demonstration Program on Trauma-Informed, Victim-Centered Training for Law Enforcement on Domestic ??Abby Honold Projects will: 1) Train covered individuals within the demonstration site of the eligible entity to ?The Abby Honold project by the City of Los Angeles will work in partnership with Peace Over Violence to meet	

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

Condition 3

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 4

Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

Condition 5

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 6

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

Condition 7

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

Condition 8

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies,

and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

Condition 9

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

Condition 10

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 11

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 13

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

Condition 14

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Condition 15

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Condition 16

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Condition 17

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/grant-complaint> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

Condition 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this

award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 21

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

Condition 22

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Condition 23

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

Condition 24

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

Condition 25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

Condition 26

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided

under an award, and civil and/or criminal penalties.

Condition 27

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

Condition 28

Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Condition 29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

Condition 30

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

Condition 31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

Condition 32

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with

applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

Condition 33

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

Condition 34

Quarterly Federal Financial Reports

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

Condition 35

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

Condition 36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

Condition 37

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

Condition 38

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

Condition 39

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

Condition 40

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

Condition 41

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

Condition 42

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

Condition 43

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

Condition 44

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

Condition 45

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

Condition 46

Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, any obligations or expenditures incurred by the recipient are made at the recipient's own risk. The recipient may obligate, expend, or draw down up to \$10,000 for participation in or travel-related expenses to attend OVW-sponsored technical assistance events, but these obligations and expenditures remain at the recipient's own risk until the budget is approved. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control.

I have read and understand the information presented in this section of the Federal Award Instrument.

ATTACHMENT H

STATEMENT OF WORK AND BUDGET SUMMARY

Scope of Work

Project Title: Abby Harold Office on Violence Against Women; Peace Over Violence and Los Angeles Police , Training Collaboration

Project Duration: 3 Years (Year 1: Planning, Years 2-3: Training Implementation)

Roles and Responsibilities of Peace Over Violence (POV)

Planning and Implementation Support

- Peace Over Violence will provide dedicated staff to LAPD Detective Bureau for planning and development of training curricula for LAPD Officers.
- POV Employees will Participate in approximately 8 hours of meetings per month during the first year.

Training Resource and Delivery

- Peace Over Violence will serve as a training resource for LAPD officers on domestic violence and trauma-informed response.

In partnership with LAPD DB. POV will assist in facilitating the following trainings over Years 2 and 3:

- Two (2) 8-hour Train-the-Trainer sessions for Domestic Abuse Response Team (DART) officers and advocates.
- Four (4) 8-hour advanced law enforcement trainings for selected officers and detectives , a Train the Trainer.
- Collaborate and support LAPD in developing an e-learning course for all officers/detectives.

Data Collection and Reporting

- Submit relevant data to support project and grant progress reports.
- Provide qualitative and quantitative data on training effectiveness and participant feedback.

Peace Over Violence Expertise in Training

Peace Over Violence has extensive experience in providing trauma-informed, victim-centered training to law enforcement, advocates, and community organizations. POV has been a leader in domestic violence and sexual assault prevention, equipping first responders with the knowledge and skills necessary to approach cases with sensitivity and professionalism. POV's training programs emphasize survivor-centered approaches, cultural competency, and strategies to mitigate secondary trauma among law enforcement personnel.

Project Lead; Yvette Lozano

Yvette Lozano, Chief Program Officer at Peace Over Violence, has extensive experience in managing training programs and working directly with law enforcement agencies. With a background in self-defense instruction and academy-level police training, she has played a pivotal role in developing and delivering trauma-informed response strategies. Her expertise in curriculum development, training facilitation, and advocacy ensures that law enforcement officers receive high-quality, research-based education to improve their interactions with survivors of domestic and sexual violence.

Project Goals, Objectives, and Activities

Year 1: Planning Phase

- Develop training content and materials in collaboration with LAPD.
- Establish training schedules and logistics.
- Participate in planning meetings and discussions.

- Attend OVW required trainings and meetings

Years 2-3: Training Implementation

- Deliver in-person Train-the-Trainer and advanced law enforcement trainings.
- Provide technical assistance and support to DART officers and advocates.
- Assist in the creation and review of the e-learning module.
- Monitor and evaluate training impact, making adjustments as needed.

Expected Outcomes

- Increased capacity of LAPD officers to respond to domestic and sexual violence cases using trauma-informed approaches.
- Enhanced collaboration between POV advocates and law enforcement.
- Development of sustainable training resources, including an e-learning course for ongoing officer education.
- This scope of work outlines Peace Over Violence's commitment to ensuring effective training and support for LAPD personnel in handling domestic and sexual violence cases with sensitivity and expertise.
- Enhanced collaboration between POV advocates and law enforcement.
- Development of sustainable training resources, including an e-learning course for ongoing officer education.

This scope of work outlines Peace Over Violence's commitment to ensuring effective training and support for LAPD personnel in handling domestic and sexual violence cases with sensitivity and expertise.

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$22,753	\$0	\$23,892	\$0	\$25,086	\$0	\$0	\$0	\$0	\$0	\$71,731
B. Fringe Benefits	\$5,814	\$0	\$5,758	\$0	\$5,517	\$0	\$0	\$0	\$0	\$0	\$15,790
C. Travel	\$20	\$0	\$20	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$60
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$472	\$0	\$472	\$0	\$473	\$0	\$0	\$0	\$0	\$0	\$1,417
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$152	\$0	\$152	\$0	\$152	\$0	\$0	\$0	\$0	\$0	\$456
I. Other	\$182	\$0	\$182	\$0	\$182	\$0	\$0	\$0	\$0	\$0	\$546
Total Direct Costs	\$28,593	\$0	\$29,977	\$0	\$31,430	\$0	\$0	\$0	\$0	\$0	\$89,960
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$28,593	\$0	\$29,977	\$0	\$31,430	\$0	\$0	\$0	\$0	\$0	\$90,000

Does this budget contain conference costs which is defined broadly to include meetings, retreats seminars, symposia and training activities? - Y/N