0130-02190-0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	10/16/2026	
FROM		COUNCIL DISTRICT
The Mayor		Citywide

Request to Accept $215,000 for the Child Passenger Safety Program and $200,000 for the Pedestrian and Bicycle Safety Program from the State of California Office of Traffic Safety

Transmitted for your consideration.
See the City Administrative Officer report attached.

MAYOR

(Mitch Kamin for)

MWS:JLJ02270026c

CAO 649-d

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 2, 2026

CAO File No. 0130-02190-0000
Council File No.
Council District: Citywide

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Community Investment transmittal dated September 17, 2026; Received by the City Administrative Officer on September 17, 2026

Subject: **REQUEST TO ACCEPT $215,000 FOR THE CHILD PASSENGER SAFETY PROGRAM AND $200,000 FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY**

RECOMMENDATIONS

1. That the City Council, subject to the approval of the Mayor:

    a. Note and file the Community Investment Department (CID) report dated September 17, 2026;

    b. Authorize the CID General Manager, or designee, to accept grant awards and execute grant agreements with the State of California Office of Traffic Safety in the amounts of $215,000 for the Child Passenger Safety Program and $200,000 for the Pedestrian and Bicycle Safety Program for the period from October 1, 2026 through September 30, 2027, subject to the approval of the City Attorney as to form and legality;

    c. Approve the funding allocation for the Child Passenger Safety and Pedestrian and Bicycle Safety programs for the period from October 1, 2026 through September 30, 2027 as follows:

Category	Child Passenger Safety Program	Pedestrian and Bicycle Safety Program
Salaries	$ 120,207	$ 119,054
Related Costs	49,018	45,405
Contractual Services	0	10,000
Travel	1,000	1,461
Safety Equipment	37,500	20,960
Other Direct Costs	7,275	3,120
Total	**$ 215,000**	**$ 200,000**

d. Request the City Controller to:

i. Increase appropriations in the Traffic Safety Education Program Fund No. 45C/21 as follows:

Account	Account Name	Amount
21E121	Community Investment	$ 74,497.55
21E299	Reimbursement of General Fund Costs	13,622.07
21E582	FamilySource Centers – Non-Profit Managed	10,000.00
Total		**$ 98,119.62**

ii. Increase or reduce appropriations in the CID Fund No. 100/21 as follows:

Account	Account Name	Amount
001010	Salaries, General	$ 27,202.56
001070	Salaries, As-Needed	(3,434.59)
001090	Overtime General	16,330.61
002130	Travel	2,461.02
006010	Office and Administrative	31,937.95
Total		**$ 74,497.55**

e. Authorize the CID General Manager, or designee, to prepare Controller instructions and/or make technical adjustments as necessary to implement the actions approved by the Mayor and Council, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions; and,

2. That the Mayor authorize the CID General Manager, or designee, to negotiate and execute a contract with the Central City Neighborhood Partners for a one-year term from October 1, 2026 through September 30, 2027 in an amount not to exceed $10,000 to implement the Pedestrian and Bicycle Safety Program, in substantial conformance to the draft agreement attached to the CID report, subject to the approval of the City Attorney as to form, and compliance with the City's contracting requirements.

SUMMARY

The Community Investment Department (CID) requests authority to accept two grant awards and execute grant agreements with the State of California, Office of Traffic Safety (OTS), to provide traffic safety programs for a one-year period from October 1, 2026 through September 30, 2027. The CID is the grant administrator for two OTS grant programs: 1) Child Passenger Safety Program ($215,000) to provide child passenger safety education and free car seats to low-income City residents and 2) Pedestrian and Bicycle Safety Program ($200,000) to provide pedestrian and bicycle safety education and equipment focusing on children and senior citizens citywide, particularly those in low-income communities. The OTS allocates funds on a competitive basis and requires jurisdictions to submit an application annually to continue these program service

provisions. Grant funds support program staff, related costs, travel, educational materials, and procurement of safety equipment. No matching funds are required for the OTS grants. The CID requests to realign appropriations in the Traffic Safety Education Program Fund to reflect the available grant funding for 2026-27.

The two OTS grants will be allocated as follows:

Category	Child Passenger Safety Program	Pedestrian and Bicycle Safety Program
Salaries (Regular and As-needed)	$ 109,062	$ 91,988
Overtime	11,145	27,066
Related Costs	49,018	45,405
Contractual Services	0	10,000
Travel	1,000	1,461
Safety Equipment	37,500	20,960
Storage	6,580	2,820
Education Materials	545	300
Instructor Fees	150	0
Total	**$ 215,000**	**$ 200,000**

The CID also requests authority to execute a contract with the Central City Neighborhood Partners (CCNP) to provide pedestrian and bicycle safety education and outreach, as well as distribute related safety equipment for a one-year term beginning October 1, 2026 through September 30, 2027 in the amount of $10,000. In accordance with Section 10.5 (a) of the Los Angeles Administrative Code, City Council approval is not required since the contract term does not exceed three years. The CCNP provided these services in 2025-26 and has demonstrated continued success in performing the program services. The CCNP currently operates two of the City's FamilySource Centers and is well-positioned to reach the target population of low-income families with children and senior citizens. A Charter Section 1022 determination is not required for the proposed agreement as the labor component is less than the $25,000 minimum threshold.

FISCAL IMPACT STATEMENT

The Child Passenger Safety and Pedestrian and Bicycle Safety programs will be funded by the two Office of Traffic Safety grant awards. There is no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that grant funds will be utilized for grant-eligible activities.

MWS:JLJ:02270026c

Attachment

COMMUNITY INVESTMENT DEPARTMENT
CREATING OPPORTUNITY

KAREN BASS, MAYOR
ABIGAIL R. MARQUEZ, GENERAL MANAGER

September 17, 2026

Council File: New
Council District(s): All
Contact Persons:
Liza Salazar (213) 359-0033
Rachel Bocarsly (213) 573-5440

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012
Attn: Legislative Coordinator

COUNCIL TRANSMITTAL REQUESTING AUTHORITY TO ACCEPT AND EXECUTE TWO GRANTS: $215,000.00 FOR THE CHILD PASSENGER SAFETY PROGRAM AND $200,000.00 FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM FROM THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY (OTS)

SUMMARY

In accordance with Executive Directive No. 3, the General Manager of the Community Investment Department (CID) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, CID is requesting authority to accept and execute two grants from the State of California - Office of Traffic Safety: one grant (OP27015) in the amount of $215,000.00 to continue to provide the Child Passenger Safety Program and an additional grant (PS27025) in the amount of $200,000.00 to continue the Pedestrian and Bicycle Safety Program. Both grants have a term from October 1, 2026, through September 30, 2027.

The Child Passenger Safety Program will provide passenger safety education, training, and the distribution of a limited number of free child safety seats to eligible, low-income residents citywide. Grant funds will be used for CID staff to implement program services, procure car seats, purchase program supplies, and cover administrative and travel costs associated with the grant.

The Pedestrian and Bicycle Safety Program will provide pedestrian and bicycle safety education training focused on children and senior citizens citywide, especially those in low-income communities. Grant funds will be used for CID staff to implement program services, procure bicycle and pedestrian safety equipment, purchase program supplies, and cover administrative and travel costs associated with the grant. CID will contract with one FamilySource Center (FSC) to provide additional, direct program services.

RECOMMENDATIONS

The General Manager of CID respectfully requests:

I. That the City Council, subject to the approval of the Mayor:

A. **AUTHORIZE** the General Manager of the Community Investment Department (CID), or designee, to accept and execute grant agreements and any subsequent amendments with the State of California Office of Traffic Safety in the amount of $215,000 for the Child Passenger Safety Program and $200,000 for the Pedestrian and Bicycle Safety Program for the period of October 1, 2026, through September 30, 2027, subject to the approval of the City Attorney as to form.

B. **AUTHORIZE** the General Manager of CID, or designee, to execute a Professional Services Agreement (PSA) with the Central City Neighborhood Partners (CCNP) FamilySource Center to implement the Pedestrian and Bicycle Safety Program to provide pedestrian and bicycle safety education, outreach, and distribution of related safety equipment supplies for the term of October 1, 2026, through September 30, 2027, in an amount of up to $10,000.

C. **AUTHORIZE** the Controller to establish and increase the appropriations to align the Fiscal Year 2026-27 budget with the grant award available within the Traffic Safety Fund No. 45C/21 as follows:

Account	Account Name	Amount
21E121	Community Investment	$74,497.55
21E299	Reimbursements to the General Fund	$13,622.07
21E582	FamilySource Centers-Nonprofit Managed	$10,000.00
	Total	**$98,119.62**

D. **AUTHORIZE** the Controller to increase appropriations to align the Fiscal Year 2026-27 budget with the grant award available within the Community Investment Department Fund No. 100/21 as follows:

Account	Account Name	Amount
001010	Salaries - General	$27,202.56
001070	Salaries - As-Needed	($3,434.59)
001090	Salaries - Overtime	$16,330.61
002130	Travel	$2,461.02
006010	Office and Administrative	$31,937.95
	Total	**$74,497.55**

E. **AUTHORIZE** the General Manager of CID, or designee, to prepare Controller instructions for technical corrections that may be necessary and consistent with the Mayor and Council action on this matter, subject to the approval of the City

Administrative Officer, and authorize the City Controller to implement such transactions.

BACKGROUND

The State of California Office of Traffic Safety (OTS) requires that grant recipients apply for funding each year to continue delivering services. In January 2026, OTS announced grant opportunities for the program year 2026-27 to be awarded competitively to state and local jurisdictions. The application was due on January 30, 2026. On September 8, 2026, the City of Los Angeles was awarded two grants by the Office of Traffic Safety. The first grant is $215,000.00 for the Child Passenger Safety Program and $200,000.00 for the Pedestrian and Bicycle Safety Program. The OTS grant period is from October 1, 2026, through September 30, 2027, crossing two City fiscal years; the Controller's Instructions in this transmittal reflect changes impacting the current fiscal year.

Child Passenger Safety Program

Over the last twenty years, the City has managed the Child Passenger Safety Program with OTS grant funds. The program, administered by CID, provides child passenger safety education classes and free car and booster seats to low-income residents of Los Angeles. CID's child passenger safety team members are trained and certified as Child Passenger Safety Technicians. They educate parents on the current passenger safety laws, proper selection, use, and installation of car and booster seats, measure children for booster seats, and provide a limited number of free or replacement car and booster seats to eligible, low-income parents and caregivers.

CID's child passenger safety team works through the City's FamilySource Centers, libraries, Los Angeles Police Department (LAPD)/California Highway Patrol (CHP), recreation centers, child care centers, and other non-profit health and welfare agencies to present two-hour educational classes for pregnant mothers and parents of newborns and children who have not reached the height of 4'9". Additional program activities include participating in community events and health fairs, where booster seats may be distributed to eligible, low-income residents who participate in a 15-20 minute presentation on booster seat compliance with the current child safety seat legislation.

For the 2025-26 grant period (October 1, 2025 through September 30, 2026), the City received $168,000 in Child Passenger Safety Program grant funds for the Child Passenger Safety Program. CID staff conducted over 40 car seat safety education classes for 550 people, participated in 14 citywide community events attended by 10,000+ residents, and distributed 400 free child safety seats to low-income program participants. Additionally, CID staff evaluated and corrected the installation of car seats through safety check-up events in partnership with LAPD/CHP and conducted two mandatory surveys of cars and vans traversing City streets to determine if children were properly secured in safety seats.

For the 2026-27 grant term, the City applied for an increase in funding to expand the reach of the program based on community feedback. The City received $215,000, an increase of $47,000. Most of this additional money will go towards increasing the number of child safety seats the team can provide to low-income families and increasing staffing support for this increased demand. The budget breakdown of the Child Passenger Safety Program grant is as follows:

Salaries, including Overtime	$110,453
Related Costs	$49,018
Salaries, As-Needed	$9,754
Travel	$1,000
Equipment and Administrative Support	$44,775
TOTAL	**$215,000.00**

Pedestrian and Bicycle Safety Programs

The program design for the Pedestrian and Bicycle Safety Program utilizes existing community and City-department relationships to deliver program services to city residents in their respective communities. Program services include training workshops and presentations, community outreach events, and traffic safety fairs, as well as distributing related safety equipment such as helmets, bike lights, safety arm and leg bands, and educational materials for program participants. This program supports the City's ongoing efforts to provide safer passageways for pedestrians and cyclists. This is the eighth year of this program. In the 2025-26 grant period, the City received $226,500 for the Pedestrian Safety and Bicycle Safety program.

The outreach activities and workshops led by CID staff reach communities across the City of Los Angeles. CID also leverages the FamilySource Center system and a broader network of community-based agencies committed to providing social services programs to residents across the city. FamilySource Centers have successfully cultivated levels of trust with prospective participants. To help augment outreach efforts, CID partners with CCNP, who expressed explicit interest and capacity to host activities that support the implementation of the OTS Pedestrian and Bicycle grant. CID is requesting that the City Council and the Mayor approve a contract of up to $10,000 with CCNP for OTS that is a separate agreement from CCNP's two FamilySource Center contracts because the scope of this grant is distinct from the FSC program. According to the Los Angeles City Admin Code Section 10.15(a), a competitive bid process is not required to subcontract with CCNP for amounts valued less than $25,000. CID will execute a PSA with the CCNP FSC and train CCNP staff to implement the Pedestrian and Bicycle Safety Program. CID staff will also deploy targeted outreach methods in low-income neighborhoods and coordinate activities with the funded agency.

For the 2026-27 grant term, CID requested level funding to maintain the same strong impact in vulnerable communities. The City received $200,000, a decrease of $26,500 from the previous grant year due to reduced federal funding for this program. To accommodate this reduction, CID eliminated the grant director allocation and reduced the program's objectives and related equipment and materials proportionate to the funding decrease. The budget breakdown of the Pedestrian and Bicycle Safety Program grant is as follows:

Salaries, including Overtime	$119,054

Related Costs	$45,405
Salaries, As-Needed	$0
Travel	$1,461
Contractual	$10,000
Equipment and Administrative Support	$24,080
TOTAL	**$200,000.00**

FISCAL IMPACT STATEMENT

There is no fiscal impact on the General Fund. The State of California will reimburse the General Fund every quarter.

ABIGAIL R. MARQUEZ
General Manager

ARM:VM:LS:RB

Attachment A - Central City Neighborhood Partners contract proforma for FY 26-27
Attachment B - Grant agreement OP27015 Child Passenger Safety Program
Attachment C - Grant agreement PS27025 Pedestrian and Bicycle Safety Program

CITY OF LOS ANGELES
STANDARD LANGUAGE
STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY
PEDESTRIAN AND BICYCLE SAFETY PROGRAM

Agreement No.	
Project /Program Title:	Office of Traffic Safety (OTS) Pedestrian and Bicycle Program
Contractor:	Central City Neighborhood Partners
Type of Organization:	Non-profit
State Corporate Number:	2202328
Unique Entity Identification Number:	GLLHDRPVGJM4
Assistance Listing Number (formerly CFDA Number):	NHTSA 20.616
Grant Award Identification Number:	OP26031
Federal Award Date:	September 30, 2026
Research and Development Award:	☐Yes ☒No

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Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Notice of Prohibition Against Retaliation
Exhibit E	Management Representation Statement
Exhibit F	Federal Fiscal Year (FFY) 2026 Office of Traffic Safety (OTS) Grant Program Manual (GPM)
Exhibit G	Scope of Work / Fee Schedule
Exhibit H	Invoice Procedure

AGREEMENT NUMBER _____OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CENTRAL CITY NEIGHBORHOOD PARTNERS

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Central City Neighborhood Partners ("Contractor"), a California non-profit Corporation, for the provision of services related to the Office of Traffic Safety (OTS) Pedestrian and Bicycle Program.

RECITALS

WHEREAS, the Community Investment Department ("CID") (formerly known as Community Investment for Families Department (Council File number 25-0600-S43)), has been designated by the City to provide for developing, promoting, implementing, and managing programs, services, and activities with a focus on poverty reduction and low income families within the city of Los Angeles;

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

WHEREAS, the Office of Traffic Safety ("OTS") Pedestrian and Bicycle Program that is the subject of this agreement, hereinafter called the "Agreement" or the "Contract," has been established by the City as one of the above described programs, and has been funded in the CID budget by the State of California - Office of Traffic Safety pursuant to produce educational and informational workshops and events in support of pedestrian and bicycle safety;

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by the City Council on XXXX XX, 2026 and concurred by the Mayor on XXXX XX, 2026), which authorizes the General Manager of CID to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

1. INTRODUCTION

§101 Parties to the Agreement

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Main Street, Los Angeles, California 90012.

The Contractor, known as Central City Neighborhood Partners, having its principal office at 501 S. Bixel Street, Los Angeles, CA 90017.

§102 Representatives of the Parties and Service of Notices

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:

The representative of the City shall be, unless otherwise stated in the Agreement:

Abigail R. Marquez, General Manager
Community Investment Department
444 S. Flower Street, 14th Floor
Los Angeles, CA 90071

With copies to:

Lisa Salazar, Director of the Office of Youth Development
Community Investment Department
444 S. Flower Street, 14th Floor
Los Angeles, CA 90071

The representative of the Contractor shall be:

Eduardo Rodriguez, Executive Director
Central City Neighborhood Partners
501 S. Bixel Street
Los Angeles, CA 90017
ed.rodriguez@laccnp.org

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

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

§103 Independent Contractor

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

§104 Conditions Precedent to Execution of This Agreement

A. Prior to the execution of this Agreement, the Contractor shall submit to the City for approval in writing the following requirements:

1. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A and made a part hereof.

2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §451.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.

B. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.

1. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §428.

2. A Certification of Compliance With Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, and Disclosure of Border Wall Contracting Ordinance in accordance with §445 of this Agreement.

3. A Code of Conduct which meets the requirements of §444 herein.

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

The term of this Agreement shall commence on October 1, 2026 and end on September 30, 2027. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §423 herein.

§202 Services to be Provided by the Contractor

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor shall provide services as follows:

Program services include providing training workshops and presentations, community outreach events, and traffic safety fairs, as well as the distribution of related safety equipment such as helmets, bike lights, safety arm and leg bands, and supplies to program participants.

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. CID, in its sole discretion, may adjust project deliverables (as set forth below and in Exhibit G), upon written request by the Contractor and approval by CID. Failure to receive approval may result in withholding compensation pursuant to §301.

1. Events
   Community Events are focused on services and information for low-income and immigrant communities. Events may be virtual or in person, and include a brief presentation, pictures of events, and distribution of educational materials. May include distribution of helmets and other safety equipment.
   a. Contractor will partner with CID to host an event for National Bicycle Safety Month (May) and an event for California Pedestrian Safety Month (Sept.).

2. Workshops
   Workshops are group sessions for the purpose of educating community members on a specific safety topic. Workshops are focused on senior citizens and youth to ensure they have access to critical safety information. Workshops may be virtual or in-person and include a presentation of safety strategies and distribution of bicycle safety equipment, where applicable.
   a. Six (6) workshops for senior citizens with at least 30 attendees each.
   b. Six (6) workshops for children and youth with at least 30 attendees each.
   c. Four (4) workshops for parents/adults with at least 30 attendees each.

3. PAYMENT

§301 Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ten Thousand Dollars ($10,000), according to Exhibit G, Professional Fee Schedule. Such funds shall be allocated from the Office of Traffic Safety (OTS) Grant. The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

1. The Contractor shall submit invoices to CID. Each invoice shall a) be submitted on the Contractor's letterhead, b) include the name, date, flyer to be paid; b) include narrative and pictures of the completed project; c) shall be accompanied by a statement detailing the work completed. Any and all direct expenses must be documented and will be paid only in conformance with City policy and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

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

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

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

E. Contractor shall warrant that any applicable discounts have been included in the costs to the City.

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

4. STANDARD PROVISIONS

§401. 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 the 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.

§402. 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 the 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. The 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 the Contractor.

In any action arising out of this Contract, the 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.

§403. 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 the Contractor by the person or persons authorized to bind the 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 the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. 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 Section 405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of Section 403.

§406. 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 the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the 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.

§407. 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.

§408. Suspension

At the City's sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional

obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become the City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Section 406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The 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 the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the 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. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. The Contractor shall immediately notify the City if the 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 the 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, the City may immediately terminate this Contract.

c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the 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 the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the 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 the 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 Section 409.A "Termination for Convenience."

8. 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.

C. In the event that this Contract is terminated, the 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.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

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

Contractor 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 Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of Subcontractors. The City does not have any obligation to pay Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

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

§414. Claims for Labor and Materials

The 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 the 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.

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

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

§416. Retention of Records, Audit, and Reports

The 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 the 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 the 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 the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the 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, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the 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.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor 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 the City, including but not limited to, costs of experts and

consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the 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 the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The 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 the 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 the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The 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.

§421. 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 the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. the Contractor hereby assigns to the

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

The 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 the City irreparable harm. The 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 the City from seeking or obtaining any other relief to which the City may be entitled.

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

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

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

§422. Data Protection

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the 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"). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the 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. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the 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 A hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

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

§425. Warranty and Responsibility of Contractor

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

§426. 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. The 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 the City. In performing this Contract, the 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 (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).

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 (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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 (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

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

§427. Child Support Assignment Orders

The 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, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the 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 the 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 the 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 the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1997/97-2162_ORD_172401_02-13-1999.pdf).

§428. Living Wage Ordinance

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

§429. Service Contractor Worker Retention Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical

provision (http://clkrep.lacity.org/onlinedocs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§430. Access and Accommodations

The Contractor represents and certifies that:

A. The 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. The 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. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the 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.

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

§431. Contractor Responsibility Ordinance

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

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the 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. The Contractor shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these

Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf).

§434. First Source Hiring Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf).

§435. Local Business Preference Ordinance

The 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 the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf).

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the 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."

§437. 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, the Contractor, the Contractor's principals, and the 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 the 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, the 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."

§438. Contractors' Use of Criminal History for Consideration of Employment Applications

The 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 the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf).

§439. 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 the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the 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. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The 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. The 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, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource 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, the 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 the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the 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.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The 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, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. The Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the 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.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

a. The term “immediate family” includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

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

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor."

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf).

§446. City’s Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§447. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the City and upon rejection must be replaced by Contractor without delay.

§448. Work Not In Scope of Services

Contractor shall immediately notify CID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City’s designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor’s compensation, and the scope of work, is approved and executed by both parties.

§449. 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.

§450 Compliance with State and Federal Statutes and Regulations

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

1. Statutes and Regulations Applicable To All Grant Contracts

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

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

Contractor shall comply with the provisions of 2 C.F.R., Part 200, which provisions supersede OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC

Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Political and Sectarian Activity Prohibited

(a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

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

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

(4) Records Inspection

(a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

(5) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of six (6) 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.

(6) Subcontracts and Procurement

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

(b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(7) Labor

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

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

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

(d) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)

(e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(8) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled “"Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; I 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) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq*., and the Americans with Disabilities Act Amendments Act,

Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233.

(10) Relocation Requirements

(a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displayed as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. Section 104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

(11) Environmental

(a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(b) Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq*.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of

1955, as amended (42 U.S.C. §§7401 *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).

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

(d) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq*.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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

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

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

(12) Preservation

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

(13) Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement

and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 *et seq.)*

(16) Contractor shall assure, 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 USC 8251 et Seq.) or Subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC 13212.

(17) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(18) Pro-Children Act of 1994

(a) Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

(b) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(19) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(20) Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provision supersedes the OMB Circulars.

(21) Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable To This Particular Grant

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

a. 23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94

b. 23 CFR part 1300 et, seq

c. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*

d. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Compliance with OTS Grant Requirements

Contractor shall comply with all applicable federal, state, and City laws, rules, regulations, and/or standards in the award of this OTS agreement. Contractor shall

comply with the OTS grant requirements as set forth in Exhibit "F," which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. In the event of any conflict between the OTS grant requirements and any federal, state, and/or City the strictest provision shall control.

D. Traveling Expenses

Contractor shall not be approved by the City for travel expenses incurred in the performance of the Scope of Work

§451 Prohibition Against Duplication of Benefits

The Contractor has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

§452 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as

amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision.

§453 Ratification Clause

Due to the need for the Contractor's services to be provided for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

5. ENTIRE AGREEMENT

§501 Complete Agreement

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

§502 Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-three (33) pages and eight (8) exhibits, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

6. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy/Assistant City Attorney

Date: _____

Executed on _____

For: **THE CITY OF LOS ANGELES**, a Municipal Corporation

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

ABIGAIL R. MARQUEZ
General Manager
Community Investment Department

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____

Date: _____

By: _____
ROSA E. BENAVIDES
Assistant General Manager
Community Investment Department

Executed on _____

For: **CENTRAL CITY NEIGHBORHOOD PARTNERS**

By: _____
Eduardo Rodriguez
Executive Director

City Tax Registration Certificate Number: 0000001904-0001-8
Internal Revenue Service ID Number: 95-4837709
Council File Number: XX-XXXX
Dates of Approval: XXXX XX, 2026 (Council), XXXX XX, 2026 (Mayor)
Said Agreement is Number _____ of City Contract

EXHIBIT A

Form Gen 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Central City Neighborhood Partners Date: 04/16/2026

Agreement/Reference: Office of Traffic Safety (OTS) Pedestrian and Bicycle Program

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** $ 1,000,000

☒ Products/Completed Operations

☐ Fire Legal Liability

☐ Sexual Misconduct

☐ _____

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

☐ **Professional Liability** (Errors and Omissions) $ _____

Discovery Period 12 Months After Completion of Work or Date of Termination.

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

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐ _____

☐ **Pollution Liability** $_____

☐ _____

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100% of the contract price

☐ **Crime Insurance** $ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

2) If a contractor has no employees and decides to not cover themselves for Workers' Compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at http://lacity.org/cao/risk/InsuranceForms.htm.

EXHIBIT A
INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

NAME	Admin Division
CITY AGENCY	CID
ADDRESS	444 S. Flower Street, 14th Floor
	Los Angeles, CA 90071
EMAIL	cid-contracts@lacity.org

GENERAL INFORMATION

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and selfinsurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's

right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

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

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Eduardo Rodriguez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

Exhibit B (cont.)
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 Orders 12459 and 12689.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Eduardo Rodriguez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT D
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation (English).pdf and in Spanish at http://bca.lacity.org/site/pdf/lwo/Notice_To_Employees_Of_Retaliation_(Spanish).pdf. The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

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

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

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

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

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

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

Rev. 09/17

AGREEMENT NUMBER:

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Eduardo Rodriguez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT E
MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

   True ☐ False ☐

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

   True ☐ False ☐

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

   True ☐ False ☐

4. Except as recorded or disclosed to you herein, I know of no instances of:

   a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

      True ☐ False ☐

   b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

      True ☐ False ☐

c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True ☐ False ☐

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True ☐ False ☐

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True ☐ False ☐

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☐ False ☐

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True ☐ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☐ False ☐

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☐ False ☐

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

    True ☐ False ☐

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

    True ☐ False ☐

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

    True ☐ False ☐

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

    True ☐ False ☐

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

    True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

Central City Neighborhood Partners
CONTRACTOR/BORROWER/AGENCY

Eduardo Rodriguez, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

EXHIBIT F
FEDERAL FISCAL YEAR (FFY) 2026 OFFICE OF TRAFFIC SAFETY (OTS) GRANT PROGRAM MANUAL (GPM)

EXHIBIT G
PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule*:

1. $2,000 – Events

   a. $1,000.00 each event

   b. Community events will focus on services and information for low-income and immigrant communities with prior approval.

   c. Contractor will partner with CID to host an event for National Bicycle Safety Month (May) and a second event for California Pedestrian Safety Month (Sept).

      Must include a brief presentation, pictures of events, and distribution of educational materials. May include distribution of helmets and other safety equipment.

      and/or

2. $8,000.00 - Workshops ($500.00 each)

   a. Senior workshops x 6; minimum attendance: 30

   b. Children workshops x 6; minimum attendance: 30

   c. Parents/Adult workshops x 4; minimum attendance: 30

TOTAL: $10,000.00

EXHIBIT H
INVOICE PROCEDURE

1. Each invoice must include the following information and attachments.

   Narrative including date, purpose, location, attendance, impact, flyer from staff and participants. Name and contact information of staff in attendance should be documented

   Narrative must be on agency letterhead.

   a. Copy of original signatures.

   b. Photographs of the event and participants. (Complete photo release for minors).

   c. Number of helmets or other safety equipment distributed.

2. The invoice must be signed by the project manager and agency executive.

3. OTS staff will notify the agency when an invoice is received.

4. OTS staff will review, approve and submit Invoice for payment.

5. Agency will be notified when Invoice is forwarded for payment

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
OP27015

1. GRANT TITLE
Child Passenger Safety Program

2. NAME OF AGENCY
Los Angeles

3. Grant Period
From: 10/01/2026
To: 09/30/2027

4. AGENCY UNIT TO ADMINISTER GRANT
Los Angeles Community Investment for Families

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving children under the age of sixteen years old. The funded strategies may include education, child safety seat check-ups, community events, presentations, and training. Other countermeasures may include education on how to install and fit a child safety seat, how to meet the 5-step test, properly fitting child safety seats, providing educational materials, and the distribution of child safety seats. Efforts should be conducted in at-risk communities and coordinated in collaboration with community-based organizations.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $215,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

Name: Rachel Bocarsly
Title: Director
Email: rachel.bocarsly@lacity.org
Phone: (213) 573-5440
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

B. Authorizing Official

Name: Veronica McDonnell
Title: Assistant General Manager
Email: veronica.mcdonnell@lacity.org
Phone: (213) 928-9060
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

C. Fiscal Official

Name: Rosa Benavides
Title: Chief Management Analyst
Email: rosa.benavides@lacity.org
Phone: (213) 440-2920
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

D. Authorizing Official of Office of Traffic Safety

Name: Stephanie Dougherty
Title: Director
Email: stephanie.dougherty@ots.ca.gov
Phone: (916) 509-3030
Address: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. Accounting Officer of Office of Traffic Safety

Name: Mary Khang
Address: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM Information

SAM #: KPR5WFX4RY33
Registered Address: 444 S. Flower Street
City: Floor 14
Zip+4: Los Angeles
90071-2915

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$215,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$215,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$215,000.00

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The Child Passenger Safety program will serve families throughout the City of Los Angeles, with targeted outreach in communities facing the greatest safety risk and access barriers. The program equips Los Angeles residents with the knowledge and technical skills to properly use, install, and verify child safety seats. While our outreach spans the City's diverse landscape, we prioritize underserved neighborhoods where critical information gaps persist. These priority areas include East Los Angeles, South Los Angeles, the San Pedro/Wilmington area, and the San Fernando Valley communities. Crash and injury data collected by law enforcement validates this geographic focus, indicating that these areas have the highest concentration of high-risk intersections and traffic-related injuries involving children.

Of the City's 3.8 million residents, 16% live in poverty, with that figure increasing to 20.5% for children under 18. Through this grant, the program will specifically support the car seat safety needs of more than 400,000 children under the age of 10 and their families living in these high-need communities.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Through this program, we remain committed to our mission of eliminating child vehicle injuries and fatalities caused by improper restraints. While the progress we have made demonstrates that our education initiatives are working, the current data reveals that there remains urgent work to be done to protect our youngest and most vulnerable passengers from preventable harm.
The data from the past three years highlights a persistent and concerning problem. While we have seen a gradual decline in the total number of fatal crashes and casualties, the injury counts remain unacceptably high, especially for children under 6 years of age.
Looking at the data for children under 6 years of age, the need for sustained education and quality equipment is evident. While fatalities decreased from 5 children in 2023 to 1 child in 2024, every single loss of life represents a tragedy that might have been avoided with proper restraint use. Most alarming is the sharp increase in injuries. In 2023, we were encouraged to see that the number of injured children under 6 years old had fallen to 129 children from 138 children the previous year. However, in 2024, that number increased to 158 children, representing a 22% increase in just one year.
The core problem is not just the occurrence of crashes, but the severity of outcomes caused by improper restraint. The data suggests that awareness and use of child safety seats may be increasing as we see more children survive crashes. However, the data also shows that children involved in crashes are still sustaining injuries, which reveals that car seats are either not being installed correctly or that children are being transitioned to boosters or out of safety seats entirely far too early.
This data underscores the importance of a continued, robust Child Passenger Safety program within the City of Los Angeles. Our team is saving lives with their education and training, but there is still a vast need in our communities for further education and seat installation training.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The Child Passenger Safety program prioritizes low-income communities, specifically addressing linguistic and socioeconomic barriers that can impede the understanding of complex child safety laws. The curriculum covers legal requirements, financial implications of non-compliance, and critical dangers associated with used or second-hand seats. We provide technical guidance on proper seat selection and installation, while cautioning against the use of unapproved after-market accessories (such as "cute" seat additions) that can compromise safety. This program will distribute child safety seats to members of the public.

The program will distribute child safety seats to member of the public. The distribution is based on identified child passenger safety concerns and is designed to reach families and caregivers in communities with low usage rates or limited access to proper restraint systems. Seats will be provided during Child Passenger Safety (CPS) check-up events, CPS education classes, traffic safety fairs, and individual car seat check-ups conducted by certified technicians. Each recipient will receive hands-on instruction on proper installation and

use of the child safety seat, along with education on age-appropriate restraint systems, common misuse issues, and the importance of consistent seat use.
To maximize the impact of our safety education, we engage parents at key milestones in their child's development:

- **Prenatal & Newborn Phase:** By partnering with independent clinics and public/private hospitals, we reach families before the first child safety seat is even secured.
- **Early Childhood Transitions:** Through outreach at Head Start sites and preschools, we provide timely guidance before a child transitions to the next seat stage.
- **Community Integration:** We maintain a consistent presence at recreation centers, nonprofits, and housing developments to ensure resources are accessible within the neighborhoods we serve.

Language Access & Resource Equity: Recognizing the diverse makeup of Los Angeles, we offer many of our workshops in Spanish and have expanded our capacity to provide multilingual sessions upon request. To remove financial barriers, we collaborate with partners to distribute no-cost safety seats to families in need and offer expert recommendations to those with the means to purchase their own.
Trusted Community Partnerships: Our program serves as a vital, no-cost alternative to for-profit organizations that often charge fees for similar services, placing an undue burden on vulnerable populations. We have cultivated deep, trust-based relationships with community partners who rely on our expertise year after year. While our primary delivery model is in-person, we also maintain the infrastructure to provide virtual sessions to ensure informational accessibility for all populations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of vehicle occupants killed under age sixteen.
4. Reduce the number of vehicle occupants injured under age sixteen.
5. Increase child safety seat usage.
6. Reduce child safety seat misuse.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in National Child Passenger Safety Week and National Heatstroke Prevention Day.	2
3. Conduct highly publicized child safety seat checkups at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checks must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	2
4. Certify, recertify or renew staff as NHTSA Child Passenger Safety Technicians.	2
5. Conduct child safety seat education classes with an effort to reach low-income residents, professionals transporting children, caregivers, and parents.	45
6. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	14
7. Distribute OTS funded child safety seats at no-cost to families in need who receive child safety seat education. Car seat distributions must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	300
8. Purchase OTS funded child safety seats.	300
9. Participate in quarterly meetings with countywide child passenger safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
10. Conduct individual child safety seat checkup by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checks must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	4

11. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.	4
12. Participate in highly publicized child safety seat checkups hosted by other agencies at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 or more (including tax and shipping) must comply with the Buy America Act.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO

approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405b OP-27	20.616	Occupant Protection	$215,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				
Senior Project Assistant	405b OP-27	$52.08	1,040	$54,163.00
Program Aide	405b OP-27	$36.37	1,040	$37,825.00
Principal Accountant	405b OP-27	$82.25	89	$7,320.00
Benefits - SPA, PA and Principal Accoun @ 49.36%	405b OP-27	$49,018.00	1	$49,018.00
Student Professional Worker	405b OP-27	$26.01	375	$9,754.00
Overtime				
Educational Events Overtime	405b OP-27	$11,145.00	1	$11,145.00
Category Sub-Total				$169,225.00
B. TRAVEL EXPENSES				
In State Travel	405b OP-27	$1,000.00	1	$1,000.00
				$0.00
Category Sub-Total				$1,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Child Safety Seats	405b OP-27	$125.00	300	$37,500.00
Storage	405b OP-27	$6,580.00	1	$6,580.00
CPS Technician/Instructor Fees	405b OP-27	$150.00	1	$150.00
Display Booth	405b OP-27	$545.00	1	$545.00
Category Sub-Total				$44,775.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00

GRANT TOTAL	**$215,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS Senior Project Assistant - Responsible for overseeing and managing the reporting, outreach, scheduling, vendor relations and training of grant-funded staff. Claim should reflect actual costs up to the rate specified.
Program Aide - Responsible for conducting grant-funded child passenger safety workshops and special events. Helps store, inventory and distribute safety equipment, and provides administrative assistance, as needed. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST). Claim should reflect actual costs up to the rate specified.
Principal Accountant - Team of accountants responsible for review and approval of accounting transaction relating to grant-funded disbursement and collecting financial data to generate reports for drawdown submission. Claim should reflect actual costs up to the rate specified.
Benefits - SPA, PA and Principal Accoun @ 49.36% - Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.
Student Professional Worker - Responsible for assisting at grant-funded workshops and providing clerical assistance and service to staff and contracting agencies. Secures and distributes inventory and performs other functions, as needed. Claim should reflect actual costs up to the rate specified. The agency will not be claiming benefits for this position.
Educational Events Overtime - Grant activities may be conducted by grant-funded staff during non-traditional hours. Personnel may be deployed to participate in fairs and community events conducted in the evenings and/or weekends to better meet the needs of the community, especially working adults and school age children. Claim should reflect actual costs up to the rate specified. The agency will not be claiming overtime benefits. 1 Staff x $52.08/hour x 1.5 x 7.0 Hours/Month x 12 Months = $6,562.08 1 Staff x $36.37/hour x 1.5 x 7.0 Hours/Month x 12 Months = $4,582.62
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. Travel may include: OTS Traffic Safety Summit – November 2026 – San Diego, CA GHSA Annual Meeting – August 2027 – Anaheim, CA
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS Child Safety Seats - Unit cost not to exceed $140 per seat (including booster seats) including sales tax, shipping and handling. Seats to be distributed at no cost during CPS checkups, appointments, fitting stations and traffic safety presentations. Infant only seats are not an allowable expense.
Storage - Secure offsite storage for grant-funded safety equipment and bulk materials. There is no on-site storage available.
CPS Technician/Instructor Fees - Certification, recertification or renewal fees for technicians who successfully complete the NHTSA Child Passenger Safety Technician Certification or Renewal course or biennial requirements to re-certify.
Display Booth - Display/information booth or pop-up tent at venues such as conferences, state and local fairs, and community events. Costs may include fees and supplies such as lighting, fans, displays, banners, tablecloths and rental of the following: tables, chairs, generators and electrical service. Costs may not

include furniture such as but not limited to tables and chairs. Draft graphics must be submitted to OTS for approval. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

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STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. 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;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 lower tier participant 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

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

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

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PS27025

1. GRANT TITLE
Pedestrian and Bicycle Safety Program

2. NAME OF AGENCY
Los Angeles

3. Grant Period
From: 10/01/2026
To: 09/30/2027

4. AGENCY UNIT TO ADMINISTER GRANT
Los Angeles Community Investment for Families

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including at-risk communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $200,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

Name: Rachel Bocarsly
Title: Director
Email: rachel.bocarsly@lacity.org
Phone: (213) 573-5440
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

B. Authorizing Official

Name: Veronica McDonnell
Title: Assistant General Manager
Email: veronica.mcdonnell@lacity.org
Phone: (213) 928-9060
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

C. Fiscal Official

Name: Rosa Benavides
Title: Chief Management Analyst
Email: rosa.benavides@lacity.org
Phone: (213) 440-2920
Address: 444 South Flower Street, 14th Floor
Los Angeles, CA 90071

(Signature) *(Date)*

D. Authorizing Official of Office of Traffic Safety

Name: Stephanie Dougherty
Title: Director
Email: stephanie.dougherty@ots.ca.gov
Phone: (916) 509-3030
Address: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. Accounting Officer of Office of Traffic Safety

Name: Mary Khang
Address: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM Information

SAM #: KPR5WFX4RY33
Registered Address: 444 S Flower Street
City: Floor 14
Zip+4: Los Angeles
90071-2915

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES

	AGREEMENT TOTAL **$200,000.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$200,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$200,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The Pedestrian and Bicycle Safety program will serve residents throughout the City of Los Angeles, with a focus on improving safety for non-motorized road users with essential safety strategies for urban navigation. Research and data show that children, seniors, and individuals residing in underserved communities are disproportionately impacted by traffic crashes. Thus, while our outreach is broad, we strategically prioritize high-risk and vulnerable populations, including school-aged children, older adults, and underserved communities. To maximize impact, we cultivate partnerships with local schools and community organizations that serve these specific demographics.

Our focus is emphasized by the demographic needs in Los Angeles where 16% of the City's 3.8 million residents live in poverty. Disparities are even more pronounced among priority populations, with 21% of the City's 717,455 children and 17% of its 580,719 seniors currently living below the poverty line. These conditions increase vulnerability to traffic-related injuries and reinforce the importance of delivering focused safety interventions within the City of Los Angeles.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Data from the California Highway Patrol (CHP) confirms that pedestrian and cyclist injuries and fatalities remain a critical concern. Vulnerability is highest among children and older adults, who are more reliant on non-motorized transport. While our team's educational initiatives and safety equipment distribution are successfully lowering fatality rates among cyclists, the rise of non-fatal injuries underscores a critical need for sustained funding and heightened community participation.
Our efforts to promote bicycle safety have led to a promising decline in bicycle deaths. Fatalities have dropped by 45% from 20 in 2022 to 11 in 2024. However, injury rates remain stagnant. After a brief dip in 2023, the number of injured bicyclists returned to 443 in 2024. This plateau suggests that while we are effectively preventing deaths through helmet use, we have not yet reduced the actual number of cyclists injured in crashes.
Unfortunately, the data from 2022 to 2024 highlights a concerning trend in pedestrian safety. While we have worked to keep total fatalities relatively stable, the number of pedestrian injuries has increased to a three-year high of 1,419 in 2024. The most alarming growth is seen in our two most vulnerable demographics: youth and seniors. Despite our educational efforts, injuries for minors have risen consistently every year, climbing from 123 in 2022 to 159 in 2024. Seniors have seen a similar rise in both fatalities and injuries.
The data serves as both a testament to our progress and a call to action. We are seeing a reduction in certain fatal outcomes, which suggests that our core message is reaching the public. However, the spike in injuries—particularly among children and the elderly—proves that there remains significant work to be done. We must continue distributing life-saving safety gear and further evolve our educational programs to address the specific behaviors leading to these injuries.

Define the target population the grant intends to serve and how they are affected by the problem(s).
While our program is open to every resident of Los Angeles, we strategically focus our resources on low-income communities and individuals facing language barriers, who historically have limited access to vital street-safety information. Within these neighborhoods, we prioritize children and older adults, as these demographics are more likely to rely on walking or cycling for both daily transportation and recreation.

This focus is reinforced by recent trends in traffic safety data. Although the absolute number of crashes has decreased over the last few years, the number of pedestrian and cyclist casualties have stagnated or increased between 2022 and 2024. This discrepancy underscores a critical reality: while our current outreach is successfully saving lives, non-motorized road users - and particularly vulnerable populations like youth and seniors - continue to bear a disproportionate share of the risk. To mitigate this vulnerability, this program will implement bike/walk audits, walking field trips, traffic safety fairs and outreach activities at local schools, recreation centers, and community events. Through these activities, trained personnel will provide hands-on instruction by educating these vulnerable road users about safe riding skills, traffic awareness,

and helmet safety, while also properly fitting and distributing the helmets and reflective pedestrian and bicycle safety items to those who need them. Targeting these vulnerable road users aligns with the identified high injury ranking for incidents in this group and allows for education in safe traffic behaviors. These at-risk populations will benefit from education and interaction designed to improve knowledge and safety behaviors for pedestrians and bicyclists.

To ensure these resources reach those who need them most, we maintain deep collaborative partnerships with nonprofit organizations, government agencies, and local community leaders. By partnering with these trusted networks, we can deliver targeted, culturally relevant interventions that enhance safety and mobility for the City's most vulnerable residents.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	12
3. Collaborate with traffic safety stakeholders (government organizations, health care agencies, law enforcement agencies, and/or community-based organizations) to reach individuals.	4
4. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
5. Conduct pedestrian and/or bicycle safety presentations.	25
6. Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed.	4
7. Conduct Walking School Buses at schools with an effort to reach students.	4
8. Participate in Open Streets events with an effort to reach individuals. Open Streets are events that temporarily open streets to people by closing them to cars, are free of cost, and open to people of all ages and abilities.	6
9. Participate in Safe Routes to School coalition meetings.	1
10. Conduct pedestrian Walking Field Trips with an effort to reach adults.	4
11. Conduct community outreach events with an effort to reach adults.	4
12. Conduct observational bicycle helmet usage surveys pre and post-grant activities. Observational bicycle helmet usage surveys should occur at the start and end of the grant. A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Pre and post	2

surveys should be conducted at the same location. Upload completed survey to GEMS.	
13. Distribute and properly fit OTS funded bicycle helmets at no cost to community members in need who receive bicycle helmet safety education.	978
14. Purchase bicycle helmets.	978
15. Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists.	1
16. Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
17. Conduct pedestrian Walking Field Trips or on-foot safety training with an effort to reach youth.	4
18. Conduct community engaged bicycle and/or walk audits at locations identified to have a high incidence of pedestrian and/or bicycle fatal or serious injury traffic crashes or "near misses".	4
19. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.	4
20. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
21. Conduct Bicycle Safety and Maintenance Workshops to teach community members how to repair and maintain their bicycles and provide them with traffic safety rules and best practices to promote safe travel.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 or more (including tax and shipping) must comply with the Buy America Act.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.

- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-27	20.600	State and Community Highway Safety	$200,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				
Senior Project Assistant	402PS-27	$52.08	1,040	$54,163.00
Program Aide	402PS-27	$36.37	1,040	$37,825.00
Benefits - SPA and PA @ 49.36%	402PS-27	$45,405.00	1	$45,405.00
Overtime				
Educational Events Overtime	402PS-27	$27,066.00	1	$27,066.00
Category Sub-Total				$164,459.00
B. TRAVEL EXPENSES				
In State Travel	402PS-27	$1,461.00	1	$1,461.00
				$0.00
Category Sub-Total				$1,461.00
C. CONTRACTUAL SERVICES				
Ped/Bike Safety Education Consultant	402PS-27	$10,000.00	1	$10,000.00
Category Sub-Total				$10,000.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Bicycle Helmets	402PS-27	$20.00	978	$19,560.00
Pedestrian/Bicycle Safety Items	402PS-27	$1,400.00	1	$1,400.00
Storage	402PS-27	$2,820.00	1	$2,820.00
Display Booth	402PS-27	$300.00	1	$300.00
Category Sub-Total				$24,080.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$200,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS Senior Project Assistant - Responsible for overseeing and managing the reporting, outreach, scheduling, vendor relations and training of grant-funded staff. Claim should reflect actual costs up to the rate specified.
Program Aide - Responsible for conducting grant-funded pedestrian and bicycle safety classes, workshops and special events. Helps store, inventory and distribute safety equipment. Assists contract agencies, and provides administrative assistance, as needed. Claim should reflect actual costs up to the rate specified.
Benefits - SPA and PA @ 49.36% - Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.
Educational Events Overtime - Grant activities may be conducted by grant-funded staff during non-traditional hours. Personnel may be deployed to participate in fairs and community events conducted in the evenings and/or weekends to better meet the needs of the community, especially working adults and school age children. Responsible for assisting at grant-funded workshops and providing clerical assistance and service to staff and contracting agencies. Secures and distributes inventory and performs other functions, as needed. Claim should reflect actual costs up to the rate specified. The agency will not be claiming overtime benefits. 1 Staff x $52.08 x 1.5 x 17.0 Hours/Month x 12 Months = $15,936.48 1 Staff x $36.37 x 1.5 x 17.0 Hours/Month x 12 Months = $11,129.22
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. Travel may include: OTS Traffic Safety Summit – November 2026 – San Diego, CA GHSA Annual Meeting – August 2027 – Anaheim, CA
CONTRACTUAL SERVICES Ped/Bike Safety Education Consultant - Los Angeles Community Investment for Families will seek contractor(s) to assist with fulfilling the goals and objectives of this grant. Work rendered for the pedestrian and bicycle safety education program will include the following expenses: fees to provide grant-funded educational workshops, events and experiences to children and adults, especially senior citizens. Specific requirements and amounts will be determined based on prior performance. Contracts may may also be extended to production companies for specialized videos to support and enhance grant activities, including bicycle and pedestrian programs. Prior to finalizing the subcontract, grantee will work with the OTS to ensure the subcontract budget and all costs are allowable. Upon execution of subcontract, grantee will provide a copy of the subcontract to the OTS and will request a grant budget revision to include the associated costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
EQUIPMENT -
OTHER DIRECT COSTS Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed a Unit Cost of $20, including shipping, handling, and tax. More expensive helmets may be purchased if approved by OTS.
Pedestrian/Bicycle Safety Items - Cost may include bicycle headlights/taillights, reflectors, and reflective items such as arm and leg bands, tape, or zipper pulls; to be distributed at no cost during bicycle rodeos, on-foot pedestrian trainings, presentations, workshops, community events and other pedestrian or bicycle

traffic safety related events to increase safety and visibility. Additional items may be purchased if approved by OTS.

Storage - Secure offsite storage for grant-funded safety items and bulk materials. There is no on-site storage available.

Display Booth - Display/information booth or pop-up tent at venues such as conferences, state and local fairs, and community events. Costs may include fees and supplies such as lighting, fans, displays, banners, tablecloths and rental of the following: tables, chairs, generators and electrical service. Costs may not include furniture such as but not limited to tables and chairs. Draft graphics must be submitted to OTS for approval. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. 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;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 lower tier participant 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

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

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

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.