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DEPARTMENT OF
POLICE

CITY OF SACRAMENTO
CALIFORNIA

HALL OF JUSTICE
813 SIXTH STREET
SACRAMENTO, CA
95814-2495

916-449-5121

JOHN P. KEARNS
CHIEF OF POLICE

March 20, 1989

Budget and Finance Committee
Sacramento, California

Honorable Members in Session

SUBJECT: REQUEST FOR AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE TO PROVIDE THE SERVICES OF A POLICE SERGEANT AND TO REPLACE THE POSITION IN THE POLICE DEPARTMENT

SUMMARY

The State Department of Justice (DOJ) has requested an agreement with the City of Sacramento Police Department to provide the services of a Police Sergeant to assist in developing crime prevention programs until March 31, 1990. DOJ will reimburse the City of Sacramento for the costs of all salary and benefits during the term of the agreement.

It is requested that the Police Department's budget be augmented by an additional Police Sergeant's position for the duration of the agreement.

DOJ is requesting this agreement be approved as quickly as possible. It is therefore requested that this matter be heard before the full City Council the same day it comes before the Budget and Finance Committee.

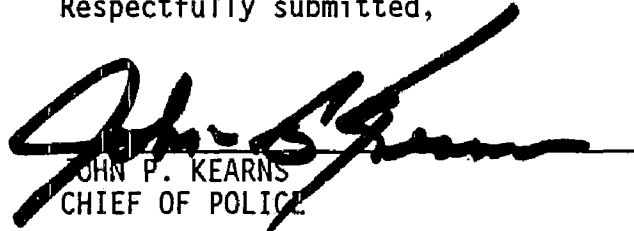
Budget and Finance Committee
Page Two
March 20, 1989

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RECOMMENDATION

It is recommended that the attached report and resolution be submitted to the full City Council for approval.

Respectfully submitted,



JOHN P. KEARNS
CHIEF OF POLICE

RECOMMENDATION APPROVED:

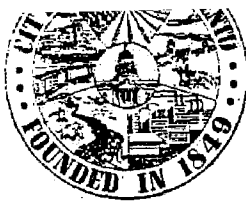


JACK CRIST
DEPUTY CITY MANAGER

JPK:SC

Ref: 3-45

April 4, 1989
ALL DISTRICTS



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CITY OF SACRAMENTO
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SUBJECT: REQUEST FOR AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE TO PROVIDE THE SERVICES OF A POLICE SERGEANT AND TO REPLACE THE POSITION IN THE POLICE DEPARTMENT

SUMMARY

The State Department of Justice (DOJ) has requested an agreement with the City of Sacramento Police Department to provide the services of a Police Sergeant effective on the date the agreement is approved by both jurisdictions. DOJ will reimburse the City of Sacramento for the costs of all salary and benefits during the term of the agreement.

The Police Sergeant would assist DOJ in developing crime prevention programs as well as developing and analyzing proposed legislation related to crime prevention.

It is requested that the Police Department's budget be augmented by an additional Police Sergeant's position for the duration of the agreement.

It is recommended that the City Council authorize the City Manager to enter into the agreement between the City of Sacramento and the State Department of Justice and augment the Police Department's budget to fill the vacancy created.

BACKGROUND

The State of California has requested an agreement be entered between the City of Sacramento Police Department and the State Department of Justice for the services of a Police Sergeant. The agreement will be effective on the date the agreement is approved by both jurisdictions. The agreement should be approved by the State on April 24, 1989, and will terminate on March 31, 1990. The terms of the agreement may be amended by mutual consent of both the City of Sacramento

and the Department of Justice. The Department of Justice will reimburse the City of Sacramento for the salary, benefits and allowable indirect costs of the Police Sergeant during the term of the agreement.

Under the agreement the Police Sergeant would assist the Crime Prevention Center in developing local crime prevention programs. The Police Sergeant would also meet with local law enforcement officials and others involved with law enforcement to discuss crime prevention issues, make presentations before groups concerned with crime prevention, develop legislation designed to prevent crime, and analyze proposed legislation related to crime prevention.

The Police Sergeant requested by the Department of Justice, Sergeant Steven L. Segura, is currently assigned to the Street Drug Unit of the Gang/Drug Task Force. Due to the nature of Sergeant Segura's current assignment, it is requested that the Police Department's budget be augmented by an additional Sergeant's position for the duration of the agreement. Approval of a replacement position is necessary before the Police Department can recommend implementation of this agreement. The replacement position is contingent on the agreement being approved by both the City and the State.

FINANCIAL DATA

There is no additional cost to the City. The Sergeant's full salary of \$3,784 per month and benefits and indirect costs of \$1,574 per month will be reimbursed by the Department of Justice. A one year cap of \$64,296 has been placed on this agreement by the Department of Justice. The cost of \$64,296 to augment the Police Department's budget for an additional sergeant position will be offset by the revenue reimbursed by the Department of Justice. The costs and revenue will be spread over FY 1988-89 (\$16,073) and FY 1989-90 (\$48,223).

POLICY CONSIDERATIONS

The agreement requested is consistent with past practices. The benefits to be obtained by the City include fostering better working relations with the State and providing the Police Department an opportunity to improve and increase our knowledge of crime prevention methods without any cost to the City of Sacramento.

CONTACT PERSON

Captain Robert Benton, Office of the Chief, 449-5224.

MBE/WBE EFFORTS

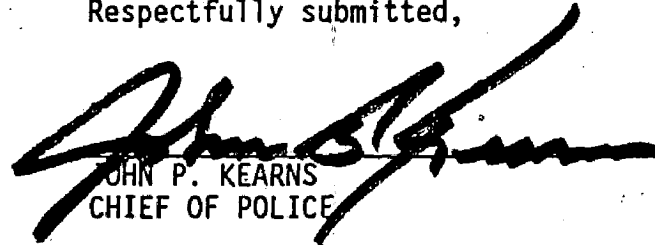
None

RECOMMENDATIONS

It is recommended that the City Council adopt the attached Resolution:

1. Authorizing the City Manager to enter into the agreement between the State of California Department of Justice and the City of Sacramento which provides the State with the services of one police sergeant until March 31, 1990.
2. Authorizing increasing the 1988-89 General Fund revenues by the \$16,073 to be reimbursed by the State of California.
3. Authorizing an augmentation to the Police Department's budget of \$16,073 to fill the sergeant's position being loaned to the State of California.
4. Authorizing the Police Department to include the 1989-90 expenditures and revenues of this agreement in the 1989-90 Proposed Budget.

Respectfully submitted,



JOHN P. KEARNS
CHIEF OF POLICE

RECOMMENDATION APPROVED:

WALTER J. SLIPE
CITY MANAGER

JPK:sc

Ref: 3-44

Attachment

April 4, 1989
ALL DISTRICTS

RESOLUTION No.

Adopted by The Sacramento City Council on date of

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE
STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE,
TO PROVIDE A POLICE SERGEANT TO ASSIST
IN DEVELOPING CRIME PREVENTION PROGRAMS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

- 1) The City Manager is hereby authorized to execute, on behalf of the City of Sacramento, an Agreement, with the State of California, Department of Justice, in the form hereto attached, to provide the services of a Police Sergeant who will assist the Crime Prevention Center in developing local crime prevention programs.
- 2) The General Fund Revenue Budget for FY 1988/89 is amended to include an additional \$16,073 from the State Department of Justice (101-210-2134-3597).
- 3) The General Fund Administrative Contingency is increased by \$16,073 due to the revenue from the State of California (101-710-7012-4999).
- 4) The General Fund Administrative Contingency (101-710-7012-4999) is reduced to transfer \$16,073 to the Police Department Narcotics Division (101-210-2134-4XXX) to provide a Police Sergeant for the duration of the Agreement.
- 5) The FY 1989-90 costs and revenue (\$48,223) will be included in the 1989-90 Proposed Budget.

MAYOR

ATTEST:

CITY CLERK

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 7/88)

CONTRACT NUMBER 88-1837	AM. NO.
CONTRACTOR'S STATE I.D. NUMBER	

- CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of April, 19 89,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE ATTORNEY GENERAL	AGENCY DEPARTMENT OF JUSTICE	hereafter called the State, and
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CITY OF SACRAMENTO POLICE DEPARTMENT	hereafter called the Contractor.
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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This Agreement is hereby entered into by and between the Department of Justice and the ~~Department of Justice~~ and City of Sacramento Police Department, for the purpose of the Contractor to provide the services of Steven L. Segura, a line officer who will assist the Crime Prevention Center in developing local crime prevention programs. The attached Exhibit A, "Resolution," which by this reference is hereby incorporated into this Agreement.

The Contractor's services shall include, but not be limited to, meeting with local law enforcement officials and others involved with law enforcement to discuss crime prevention issues, developing crime prevention support materials to be used at the state level and by local law enforcement, making presentations before groups concerned with crime prevention, developing legislation designed to prevent crime, and analyzing proposed legislation related to crime prevention.

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY DEPARTMENT OF JUSTICE		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) CITY OF SACRAMENTO POLICE DEPARTMENT			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) X			
PRINTED NAME OF PERSON SIGNING MICHAEL R. FOLENA, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Office of Departmental Services		ADDRESS 813 6th Street Sacramento, CA 95814			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,073.88	PROGRAM/CATEGORY (CODE AND TITLE) 99		FUND TITLE General		
	(OPTIONAL USE) Support/081				
	ITEM 0820-001-001	CHAPTER 313	STATUTE 88	FISCAL YEAR 1988/89	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 404.0		\$48,221.64 1989/90		
RIOR AMOUNT ENCUMBERED OR THIS CONTRACT \$ -----	Department of General Services Use Only				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 64,295.52	T.B.A. NO.		B.R. NO.		
hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER		DATE		

To the extent requested by the Department of Justice, the Contractor shall be required to hold a final meeting with the Department and present to the Department its findings, conclusions, and recommendations. Additionally the Contractor, if requested by the Department of Justice, is required to submit a written, comprehensive final report to the Department.

The Contractor is advised that the provisions of Public Contract Code sections 10355 through 10382 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

Project Coordinator and Contractor's Representative. Mr. Raymond E. Konrad is designated as the Department of Justice Project Coordinator and Captain Robert C. Benton is designated as the Contractor's Representative. The Department of Justice reserves the right to change the Project Coordinator at any given time without Agreement amendment, and reserves the right to approve any substitution of the Contractor's Representative and any other consulting staff.

The Department of Justice reserves the right to approve in advance Contractor personnel to be assigned to this project, and to disapprove the continuing assignment of Contractor personnel provided under this Agreement. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to immediately provide suitable substitute personnel.

Control and Direction. The Department of Justice shall at all times maintain control and direction over the scope of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general scope of the work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement and shall be mutually agreeable to both parties.

Terms of Agreement and Amendment Clause. This Agreement shall be effective as of the date the Agreement is approved, or April 1, 1989. This Agreement shall terminate March 31, 1990. This Agreement may be amended by mutual consent of both parties.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, this Agreement is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such payment are not appropriated, this Agreement shall be invalid as of that date, and the Department of Justice shall be relieved of any obligation for costs incurred by Contractor in the fiscal year for which funds were not appropriated by the Legislature.

Payment for Services. For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor at the rate not to exceed \$3,784.36 per month for wages, plus \$1,573.60 per month for direct and indirect benefits. The total monthly rate shall not exceed \$5,357.96. The total amount which may be paid under this Agreement shall not exceed \$64,295.52 with the actual amount being dependent upon the extent of the

Payment for Services. (Cont.)

The Contractor shall secure prior written authorization from the Department of Justice before purchasing articles, supplies, or services exceeding \$1,000.00. The Contractor in its request for authorization must include all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost, with three (3) competitive quotations or the absence of bidding adequately justified. The Contractor must maintain books, records, documents, and other evidence pertaining to the reimbursement expenses and hold them available for examination, audit, excerpt, transcription, and inspection by the State of California for a reasonable number of years. The Contractor agrees that the State of California reserves title to any property purchased or financed from the proceeds of this Agreement if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

Sacramento, California is designated as the Contractors headquarters area. Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current State of California, Department of Personnel Administration Regulations applicable to State of California employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement unless Contractor has been selected to participate in the Franchise Tax Board Pilot Project. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Examination and Audit. The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Auditor General, for a period of three (3) years after final payment under the terms and conditions of this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to the costs of administering this Agreement.

Invoicing. The Contractor shall submit monthly invoices in triplicate, in arrears, noting Agreement Number, Federal Identification Number, Number of Daily Hours Worked, Location of Work, and Expenses Claimed to:

Department of Justice
Office of the Attorney General
1515 K Street, Room 118
Sacramento, CA 95814
Attn: RAYMOND E. KONRAD

Invoicing. (cont)

For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage.

Limitation of Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the injured party has knowledge, or should have had reasonable knowledge, of the facts which give rise to such cause of action, or in the case of nonpayment, more than two (2) years from the date of last payment.

Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. The Department of Justice may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Contractor:

- o Whenever the Contractor shall default in performance of this Agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt of notice specifying default.
- o Whenever for any reason the Department of Justice shall determine that such termination is in the best interest of the Department.

Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- o Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- o Transfer title to the Department of Justice (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department of Justice the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.

Confidentiality of Data. All financial, statistical, personal, technical, and other data and information relating to the Department of Justice's operations which are designated confidential by the Department of Justice and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Department of Justice to be adequate for the protection of the Department of Justice's confidential information, such methods and procedures may

Confidentiality of Data. (Cont.)

be used, with the written consent of the Department of Justice, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Copyrights and Rights in Data. The Department of Justice reserves the right to use, to authorize others to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, the activities supported by this Agreement that produce original computer programs, writing sound recordings, pictorial reproductions, drawings, or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form). If any material described in the previous sentence is subject to copyright, the Department of Justice reserves the right to copyright such and the Contractor agrees not to copyright such material.

Publications. Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify the Department of Justice ninety (90) days in advance of any such intended publication and shall submit twenty (20) copies of the materials to be published. Within sixty (60) days after any such materials have been received by the Department of Justice, the Department of Justice shall submit to the Contractor its comments with respect to the materials intended to be published. The Contractor shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of the Department of Justice and shall advise the Department of Justice of its determination within fifteen (15) days after such comments have been received by the Contractor. If the Contractor determines not to incorporate any of the comments of the Department of Justice into the text of the materials, it may publish the materials provided that the initial preface of introduction to these materials as published contain the following:

- o A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Department of Justice. The Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use and to authorize others to use these materials."
- o The comments of the Department of Justice are full, unabridged, and unedited.

If the Contractor wishes to incorporate some or any of the comments of the Department of Justice in the text of the materials, it shall revise the materials to be published and resubmit them to the Department of Justice which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, the Contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to the Department of Justice and shall advise the Department of Justice of this determination within fifteen (15) days after receipt.

Publications. (Cont.)

of the comments of the Department of Justice. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which the Department of Justice has submitted the comments to the Contractor.

Assignment or Subcontracting. It is the policy of the Department of Justice to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the Department of Justice's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Department of Justice and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Department of Justice shall be void and shall constitute a breach of this Agreement. Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Convenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department of Justice shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Department of Justice who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor has fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department of Justice specifying in detail in what particulars the Contractor disagrees with the Department's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment of the Department's decision and the Department of Justice's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

CITY OF SACRAMENTO
POLICE DEPARTMENT
Standard Agreement No. 88-1837
Page Seven

Nondiscrimination Clause. During the performance of this Agreement, the recipient, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the Department of Justice to implement such article.

Recipient, Contractor, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Contractor National Labor Relations Board of Certification. In accordance with Public Contract Code Section 10296, the Contractor, by signing this Agreement, swears under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.

Evaluation of Contractor. In accordance with State Administrative Manual Section 1218, the Contractor's performance under this Agreement shall be evaluated. The evaluation shall be prepared within thirty (30) days by the Department of Justice after completion of this Agreement. In general the evaluation shall include: adequacy of the service or product; whether the service or product was provided or completed within the time limitations; reason for time or cost overruns; whether the product is being utilized by the Department of Justice and/or the Department of Justice's general impression as to the competency of the individual and/or individuals under this Agreement; and other information as may be required. This evaluation shall not be public record.

Conflict with Existing Law. The Contractor and the Department of Justice agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

CITY OF SACRAMENTO
POLICE DEPARTMENT
Standard Agreement No. 88-1837
Page Eight

Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED. ANY COMMENCEMENT OF PERFORMANCE PRIOR TO AGREEMENT APPROVAL SHALL BE DONE SO AT THE CONTRACTOR'S OWN RISK.