

(g) Newport Pacific shall be subject to all Federal, State and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code Sections 1090, et seq. and 81000, et seq. Owner may determine that a potential conflict of interest code requires Newport Pacific to complete one or more statements of economic interest disclosing relevant financial interest. Upon Owner's request, Newport Pacific shall submit the necessary documentation to the Owner.

(h) Newport Pacific shall establish and make known, to its employees and agents, appropriate safeguards to prohibit employees from using their positions for a purpose that is or that gives the appearance of being motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

(i) No official, officer, or employee of the City or Owner has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Owner participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Newport Pacific warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Owner or City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Newport Pacific further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Owner or City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Newport Pacific is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Newport Pacific's personnel employed at the Property shall not accept gratuities or any favors from any current or potential subcontractors, vendors or suppliers. Newport Pacific shall not recommend or specify any product, supplier or contractor with whom Newport Pacific has a direct or indirect financial or organizational interest or relationship that would violate any conflict of interest laws, regulations or policies.

If Newport Pacific violates any conflict of interest laws or any of these conflict of interest provisions, the violations shall be grounds for immediate termination of this Agreement. Furthermore, any violation may subject Newport Pacific to liability to owner for attorneys' fees and damages which may be sustained, as a result of any such violation.

7. Indemnification by Newport Pacific. Subject to the maintenance and/or acquisition of insurance by the Owner or, as necessary, by Newport Pacific, at Owner's cost, of comprehensive general liability insurance, as set forth in Paragraph 10, Newport Pacific shall indemnify, defend and save Owner, its officers, directors, employees and agents, harmless from and against any and

