



SUBRECIPIENT AGREEMENT

**33608**

Jurisdiction: City of Long Beach, Acting by and through its Police Department

Title: FY 2012-14 Securing the Cities (STC) Grant Program

City Contract Number C-124773

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## EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Requirements
- Exhibit E Grant Assurances

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF LONG BEACH, ACTING BY AND THROUGH ITS POLICE  
DEPARTMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Long Beach, a municipal corporation, acting by and through its Police Department, (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through its Domestic Nuclear Detection Office ("DNDO" and along with DHS, collectively "Grantor"), has provided financial assistance to the City through the Grantor's Securing the Cities Program Grant for the Los Angeles/Long Beach Urban Area ("LA/LB UA") region (the "Grant") to assist the City in developing a regional structure of law enforcement and first responder organizations to identify, prevent and respond to potential nuclear and radiological threats in the LA/LB UA (the "STC Program"); and

WHEREAS, the Grantor intends to provide such financial assistance to the City through the Grant in annual allocations of Grant funds for five (5) years (the "Grant Funds") and has already provided annual allocations for Fiscal Year ("FY") 2012 and FY 2013 in the amount of \$1,500,000 and \$9,900,000, respectively, such FY 2012 and FY 2013 allocations having been accepted by the Los Angeles City Council on November 5, 2013 (C.F. #13-1301); and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Subrecipient has previously entered into a Memorandum of Understanding with the City memorializing Subrecipient's participation in the STC Program and the Mayor's Office's administration of the STC Program; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.# 13-1301, dated 11/05/2013) to allow for the reimbursement by Grant Funds of certain personnel costs of Subrecipient and the use by Subrecipient of certain City equipment purchased by Grant Funds, all in accordance with the conditions set forth in this Agreement.

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

I.  
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Spring Street, Los Angeles, California 90012; and
- B. The City of Long Beach, a municipal corporation, acting by and through its Police Department, having its principal office at 400 W. Broadway Avenue, Long Beach, CA 90802.

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Eileen Decker, Deputy Mayor  
Office of the Mayor, Homeland Security and Public Safety  
200 N. Spring Street, Room 303  
Los Angeles, California 90012  
Phone: (213) 978-0687  
Fax: (213) 978-0718  
Eileen.Decker@lacity.org

- 2. The representative of the City of City of Long Beach, acting by and through its Police Department shall be:

LAURA FARINELLA, SUPPORT BUREAU CHIEF  
LONG BEACH POLICE DEPARTMENT  
400 W. BROADWAY AVENUE  
LONG BEACH, CA 90808  
(562) 570-6179  
laura.farinella@longbeach.gov

With a copy to:

JOHN KEISLER, CHIEF FINANCIAL OFFICER  
LONG BEACH POLICE DEPARTMENT  
400 W. BROADWAY AVENUE

LONG BEACH, CA 90808  
(562) 570-7447  
john.keisler@longbeach.gov

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected 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.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient 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 by virtue of this Agreement. The provisions of this Section 103 shall not apply to Subrecipient if it is a proprietary department of the City.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment, attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit C and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- D. Certification Regarding Drug Free Workplace Requirements, attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

II.  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from January 1, 2013 and end July 14, 2015 (the "Term"). Subrecipient shall cooperate with the City and Grantor in completing any necessary close out activities in connection with the Grant.

§202. STC Program and Use of Grant Funds

A. STC Program Participation

Subrecipient and the City previously entered into that certain Memorandum of Understanding setting forth certain terms and conditions of Subrecipient's participation in the STC Program (the "MOU"). As a participating agency in the STC Program, shall be reimbursed through Grant Funds for certain training and exercise-related personnel expenses and that Subrecipient shall have use of certain equipment purchased with Grant Funds, all in accordance with the terms and conditions of the Grant, this Agreement and the policies and procedures of the STC Program. In consideration therefore, Subrecipient agrees as follows:

1. Subrecipient shall comply with the terms and conditions of the MOU and this Agreement, and the policies and procedures of the STC Program as may be approved and adopted by the LA/LB UA Security Initiative ("UASI") Approval Authority (as may be required) and/or the majority of the participating agencies in the STC Program.
2. Subrecipient shall comply with the applicable Requirements (as such term is defined in Section 415) of the Grant and any Requirements promulgated by the Mayor's Office in connection with the administration of the Grant, including, without limitation, Requirements related to the reimbursement and auditing of expenses related to the use of Grant Funds and the procurement and use of all equipment, services and items purchased with Grant Funds.
3. Subrecipient shall designate an authorized representative to attend all general working group meetings of the STC Program and shall designate appropriate subject matter expert representatives to attend subcommittee meetings of the STC Program. Subrecipient shall make good faith efforts to minimize any absence of its representatives at such meetings.



4. Through its representatives to the STC Program, Subrecipient shall work with other participating agencies in the STC Program in developing the following plans for STC Program: (a) Operations Plan, (b) Multi-year Training and Exercise Plan, (c) Equipment Plan, and (d) Information Exchange Plan (collectively, the "Plans"). Subrecipient shall assist the Mayor's Office in developing the scope of projects associated with the Plans. Subrecipient shall also collaborate with other participating agencies in the STC Program to develop appropriate implementation and sustainment plans for the Plans.
5. Subrecipient shall collaborate in good faith with other participating agencies in the STC Program in developing various protocols that will be adopted by the participating agencies of the STC Program. Such protocols shall include protocols for the detection, collection, dissemination, screening and reporting of information regarding possible radiological and nuclear threats or incidents in the LA/LB UA. Such protocols shall involve the notification of such threats or incidents to the Southern California Radiological Intake Center ("SCRIC"), DNDO, and the United States Department of Energy.
6. Subrecipient shall complete any required training and exercise as set forth in the Multi-year Training and Exercise Plan that is adopted by the STC Program and as may be required by the Grantor. Subrecipient shall timely complete and submit to DNDO any forms and reports required by DNDO under the Grant in connection with Subrecipient's activities as a participant in the STC Program, including activities involving incident reporting, training, exercise, and operations.
7. Subrecipient shall not be reimbursed by Grant Funds or the City for any expenses incurred by it which is not approved by the Mayor's Office and the Grantor and which is not strictly set forth in the budget for use of Grant Funds in the STC Program as such budget is approved by the Mayor's Office and the Grantor. Subrecipient shall assist the Mayor's Office in the development of such budget by, without limitation, submitting relevant cost information associated with proposed budget items.

B. Mayor's Office Responsibilities

Subrecipient hereby acknowledges and agrees that the Mayor's Office, as the primary applicant and recipient of the Grant, is the sole fiscal agent and lead agency with regards to the use of Grant Funds in the STC Program and that all fiscal and administrative matters (including the procurement of any services, goods or equipment) regarding the use of

Grant Funds shall be managed and overseen by the Mayor's Office. Subrecipient agrees to cooperate in good faith with the Mayor's Office duties as fiscal agent and lead agency of the Grant, such duties to include, without limitation, the following:

1. Administration of the STC Program and the Grant, including the managing all fiscal operations and procurement activities involving Grant Funds.
2. Development and submission of applications to the Grantor for annual allocations of Grant Funds and serving as the primary point of contact for the STC Program with the Grantor.
3. Development of annual budgets for use of Grant Funds in the STC Program to be used in the STC Program.
4. Coordination of the distribution and licensing to Subrecipient of STC Program equipment, source materials, and training and exercise schedules.
5. Periodic inspections and audits of all STC Program related materials, equipment, records, documents, and other assets acquired by or related to the use of Grant Funds which may be in the possession or control of the Subrecipient.

C. Reimbursement of Training & Exercise-Related Personnel Expenses

As a participant in the STC Program, Subrecipient shall ensure that its designated representatives shall attend all training and exercises as required by the Grantor and as set forth in the STC Program's Multi-Year Training and Exercise Plan ("MYTEP") as adopted by a majority of the STC Program participants. Subrecipient shall have the right to participate in the development of the MYTEP through the participation of its designated representatives in the STC Program subcommittee tasked with the development of the MYTEP.

All Grant Funds allocated to the Subrecipient under this Agreement shall be disbursed ONLY for reimbursement of Subrecipient's personnel expenses associated with the attendance and participation of Subrecipient's designated representatives in any MYTEP training and/or exercise. All such reimbursements shall be in strict accordance with the STC Program budget for training and exercise reimbursement as approved by the Grantor and the Mayor's Office. Further, any such reimbursement shall be strictly limited to backfill and overtime costs directly resulting from Subrecipient's designated representative's attendance and participation at such MYTEP training and/or exercise and

shall be reimbursed at a rate and amount as approved by the Mayor's Office and the Grantor ("Training Reimbursement"). Subrecipient shall prepare, track, maintain and submit to the Mayor's Office originally executed timesheets, time keeping documents, and any other supporting documentation, all in a form and manner as approved by the Mayor's Office and all as necessary to fully and accurately evidence time expended by Subrecipient's designated representatives in attending approved MYTEP trainings and/or exercises and the allowable expenses incurred by Subrecipient in connection with such attendance ("Expense Documentation"). All such Expense Documentation shall satisfy applicable Federal, State and City audit and review standards and requirements, shall be prepared at the sole expense and responsibility of Subrecipient, and shall be subject to examination pursuant to the provisions set forth in Section 415.R. herein. The Mayor's Office may request, in writing, changes to the content and format of such documentation at any time and it reserves the right to request additional supporting documentation to substantiate costs that are to be reimbursed with Grant Funds. All Expense Documentation must be submitted to the Mayor's Office within sixty (60) days after attendance/participation at the applicable MYTEP training and/or exercise in order to be eligible for reimbursement with Grant Funds.

D. Equipment and Materials Purchased with Grant Funds

The procurement of all equipment and materials acquired with Grant Funds ("Equipment") shall be the sole responsibility of the Mayor's Office, and title to such Equipment shall vest in the Mayor's Office as the primary recipient of Grant Funds. Equipment selected for purchase by the City with Grant Funds shall be in accordance with the STC Program Equipment Plan. Subrecipient shall have the right to participate in the development of such Equipment Plan through the participation of its designated representatives in the STC Program subcommittee tasked with the development of the Equipment Plan. As a participant in the STC Program, Subrecipient shall have the opportunity to use certain selected Equipment for Subrecipient's activities in the STC Program on a license-to-use basis with title remaining with the Mayor's Office ("License"), the selection of such Equipment to be made by a majority of the STC program participants and the LA/LB UASI Approval Authority. Subrecipient hereby agrees that, in the event Subrecipient is granted a License to use any Equipment, such License is made on the following terms and that Subrecipient shall comply with such terms:

1. Subrecipient shall be solely responsible for taking possession and transporting the Equipment from the City designated location to Subrecipient's premises and properly installing the Equipment for use at the Subrecipient's location approved by the Mayor's Office.

Subrecipient shall be solely responsible for removing the Equipment from Subrecipient's premises and returning it to the City designated location.

2. Subrecipient shall be liable to the City for any and all liabilities, damages, claims and/or losses arising out of, or related to, Subrecipient's use and possession of the Equipment. For purposes of this Agreement, Subrecipient's possession of the Equipment shall commence at the time Subrecipient is given possession of the Equipment at a designated City location where the Equipment is stored and shall continue until such Equipment is returned back into the possession of the City at the designated City location where the Equipment is to be returned for City storage.
3. Subrecipient shall properly maintain, safeguard and inventory the Equipment in accordance with procedures prescribed and approved by the Mayor's Office, the STC Program Equipment Plan, and the regulations of the Grant, including the provisions set forth in 44 Code of Federal Regulations (CFR) Section 13.32(d). Proper maintenance shall include all calibration and repair of the Equipment necessary to maintain the Equipment in good working order. All maintenance, calibration and repair ("Maintenance") of the Equipment shall be coordinated through the Mayor's Office, shall require its prior written approval, and shall be undertaken only by appropriately licensed personal authorized and deemed qualified by the Mayor's Office.
4. Subrecipient shall timely and properly install the Equipment at Subrecipient's location as agreed to by the Mayor's Office. Subrecipient shall operate and use the Equipment strictly in connection with its activities in the STC Program and in a manner as approved by the Mayor's Office. Subrecipient shall limit access to the Equipment (including access for maintenance and inspections) to personnel, time, place and manner as authorized in writing in advance by the Mayor's Office. Subrecipient shall not remove or cease operation of the Equipment from its pre-approved location without prior written authorization from the Mayor's Office. Any replacement of the Equipment shall be coordinated through the Mayor's Office and shall require its prior written approval, and Subrecipient's use of such replacement Equipment shall be subject to the same License terms as set forth herein.
5. Subrecipient shall have access to the City's Automated Capabilities Equipment ("ACE") database for the purpose of tracking Subrecipient's use of the Equipment. Subrecipient shall enter and update information and data related to the use and maintenance of

the Equipment into the ACE database as required by the Mayor's Office, including information and data regarding the Equipment's location, operations, audits, inspections, maintenance, calibration, repair and replacement activities.

6. Subrecipient acknowledges and agrees that the Mayor's Office and the Grantor shall have the right to access and inspect the Equipment at Subrecipient's location at any time as may be deemed necessary by the Mayor's Office and/or the Grantor. Such access and inspection rights shall also include regularly scheduled monitoring visits by the Mayor's Office. Subrecipient shall cooperate with the Mayor's Office in coordinating all such monitoring visits.
7. In the event that any activities in connection with the Equipment requires the services of a third party vendor, the procurement of such services shall be executed solely by the Mayor's Office. In no event shall any expenses incurred in connection with any activities of the Equipment (maintenance, installation, removal, replacement or otherwise) be reimbursed with Grant Funds if such activities are undertaken on any equipment other than Equipment as so defined in this Agreement or if such activities are undertaken without the prior written consent of the Mayor's Office and in a manner inconsistent with the provisions set forth in this Agreement.
8. This Equipment License may be terminated (a) upon Subrecipient's breach of any of the License terms set forth herein, (b) upon Subrecipients breach of any terms of this Agreement or the terms of the MOU, (c) upon Subrecipient's withdrawal or termination of participation from the STC Program, (d) or at any time at the sole discretion of the Mayor's Office upon thirty (30) days written notice. Within thirty (30) days from the date the License is terminated, Subrecipient shall return the licensed Equipment to the City at the City's designated location.

E. Source Materials

As part of the STC Program, the Mayor's Office shall obtain from DNDO certain low-grade radiological materials for use in training and exercise activities ("Source Materials") related to the STC Program. These Source Materials may be stored at various sites controlled by participating agencies in the STC Program. If a site controlled by the Subrecipient is selected to store Source Materials, Subrecipient agrees to comply with STC Program requirements regarding certification and training of Radiation Safety Officers and DNDO regulations regarding the handling, storage and security of Source Materials. The Mayor's Office shall work

cooperatively with Subrecipient to execute any agreements or instruments necessary to allow for the proper handling, storage, security and use of Source Materials at Subrecipient's site(s) in connection with the STC Program.

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III.  
PAYMENT

§301. Reimbursement of Grant Funds and Method of Payment

- A. The City of Los Angeles shall reimburse Subrecipient from Grant funds for personnel expenses incurred by Subrecipient in connection with STC Program training and exercise activities as described in Section 202 above. Such reimbursement shall, in no event, exceed Two Hundred Sixty-Four Thousand Six Hundred Dollars (\$264,600.00), which represents the maximum reimbursement amount allocated to Subrecipient and approved by the Mayor's Office and the Grantor for Grant allocations for Fiscal Year 2012 and 2013.
- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time.
- C. Payment of final invoices shall be withheld by the City until the Mayor's Office has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.

- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**



IV.  
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient 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 Federal funds 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:
  - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - 3. The participation of such person would be prohibited by 44 CFR §13.36, 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.
- B. Definitions:
  - 1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient 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).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient 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.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient 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 year thereafter.
- I. The Subrecipient 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".

§412. Restriction on Disclosures and Confidentiality

Subrecipient agrees to keep all information exchanged or provided through the STC Program strictly confidential, including any confidential, proprietary or non-public information, including sensitive security information (as defined by 49 CFR Part 1520). Subrecipient agrees to discuss with City in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom. In the event Subrecipient receives a request from a third party for information provided to them as part of the STC Program, Subrecipient shall afford the City and the other participants of the STC Program an opportunity to seek an appropriate protective order. However, in the absence of a protective order and the Subrecipient is, in the opinion of its counsel, compelled to disclose the information under threat of liability or violation of federal or state law, or contempt or other censure or penalty, disclosure of such information may be made by the Subrecipient.

§413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with Grantor directives, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with Applicable Regulations and Statutes

Subrecipient shall comply with all applicable requirements of federal, state, county and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant as they may apply to the Subrecipient as a recipient of federal funds under this Agreement (“Requirements”). Some of these Requirements are set forth in the *DHS Standard Terms and Conditions* located at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> and the *Cooperative Agreement Terms and Conditions* issued by the DHS Grants and Financial Assistance Division in connection with the Grant. These Requirements also include, without limitation, the following:

A. Administrative Requirements

Subrecipient shall comply with the Requirements set forth in the following, as applicable: Office of Management and Budget (“OMB”) Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) as codified in Title 44, Code of Regulations (“CFR”) Part 13; OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) as codified in 2 CFR Part 215; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); OMB Standard Form 424B Assurances – Non-construction Programs.

A. Audit Requirements

Subrecipient shall comply with the Requirements set forth in the following, as applicable: The Single Audit Act of 1984, as amended; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); Los Angeles City Council action dated February 4, 1987 (Council File #84- 2259-S1).

C. Cost Principles

In expending federal Grant funds, or seeking reimbursement for costs from federal Grant funds, Subrecipient shall comply with the Requirements for allowable costs/cost principles as set forth in the following, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions) as codified in 2 CFR Part 220; OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) as codified in 2 CFR Part 225; OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified in 2 CFR Part 230; and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations); 48 CFR Part 31.2, Federal Acquisition Regulations (FAR) *Contracts with Commercial Organizations*; Improper Payments Information Act (“IPIA”) of

2002, as amended, (Public Law 107-300); and Cash Management Improvement Act ("CMIA") of 1990, as amended and codified in 31 CFR Part 205.

D. Americans with Disabilities Act and Related Requirements

Subrecipient hereby certifies that it shall comply with the applicable Requirements of the following: Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations; the Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325) and all subsequent amendments thereto ("ADAAA"); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended ("the Rehab Act"); 24 CFR Parts 8 and 9 relating to non-discrimination based on handicap; the Uniform Federal Accessibility Standards set forth in 24 CFR Part 40 ("UFAS"); the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.*, and all its implementing regulations, including those set forth in 24 CFR Parts 100, 103 and 104 ("FHA"). Subrecipient will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments thereto.

Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Subrecipient shall ensure that any contract entered into by the Subrecipient (or any subcontract thereof) related to the use of Grant funds, to the extent allowed hereunder, be subject to the provisions of this paragraph.

E. Political and Sectarian Activity Requirements

Subrecipient shall comply with all applicable lobbying restriction Requirements set forth in 31 U.S.C. §1352, *et seq.*, and political activity restriction Requirements set forth in the Hatch Act, 5 U.S.C. § 1501-1508, as amended. Subrecipient agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence, or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.



Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.

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

F. Labor Requirements

Subrecipient shall comply with all applicable Requirements regarding labor, wages, work hours, and conditions of employment, including, without limitation, the following: Executive Order (“EO”) 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by EO 11375 of October 13, 1967, and as supplemented by Department of Labor (“DOL”) regulations in 41 CFR Part 60; the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by DOL regulations in 29 CFR Part 5; the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by DOL regulations in 29 CFR Part 3; and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations in 29 CFR Part 5.

G. Civil Rights and Related Requirements

Subrecipient shall comply with all applicable Requirements regarding civil rights and nondiscrimination, including, without limitation, the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), as amended, which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity received Federal financial assistance; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development regulations in 24 CFR Part 100, which prohibits recipients of Federal funds from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act), as amended (20 U.S.C. § 1681 *et seq.*, codified in 44 CFR Part 19), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any educational program or activity receiving Federal financial assistance; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; and EO 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency,” which prohibits discrimination on the basis of limited English proficiency (“LEP”) and requires recipients of Federal funds to take reasonable step to ensure that LEP persons have meaningful access to the recipients’ programs, which may include providing language assistance services, including oral and written translation, where necessary.

H. Environmental, Energy Efficiency and Preservation Requirements

Subrecipient shall comply with all applicable environmental, energy efficiency and historic preservation Requirements, including, without limitation, the following: the Clean Air Act of 1970 (42 U.S.C. §7401 *et seq.*); the Clean Water Act of 1977 (33 U.S.C. §1251 *et seq.*); EO 11738 of September 10, 1973, entitled “ Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans”; the National Environmental Policy Act (“NEPA”), as amended (42 U.S.C. §4331 *et seq.*); the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470 *et seq.*); the Endangered Species Act of 1973, as amended (16 U.S.C. §1531 *et seq.*); EO 11988 of May 24, 1977, entitled “Floodplain Management”; EO 11990 of May 24, 1977, entitled “Protection of Wetlands”; EO 12898 of February 11, 1994, entitled “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; Section 1306(c) of the National Flood Insurance Act, as codified in 44 CFR Part 63; the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 *et seq.*), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities unless certain insurance program requirements are met; the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (44 CFR Part 9); Environmental Protection Agency regulations set forth in 40 CFR Chapter 1; Standards and Policies relating to energy efficiency.

I. Human and Animal Research Requirements

Subrecipient shall comply with all applicable Requirements related to the research, handling, care and protection of human and animal research subjects, including, without limitation, the following: the Animal Welfare Act, as amended (7 U.S.C. §2131 *et seq.*) and associated regulations set forth in 9 CFR Chapter 1, Subchapter A; the Public Health Service *Policy on Humane Care and Use of Laboratory Animals* (which adopts the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research and Training*, 50 FR 20864, May 20, 1985); the

National Research Council *Guide for the Care and Use of Laboratory Animals*; the Federation of Animal Science Societies *Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching*; any additional Requirements set forth in DHS Directive 026-01 regarding the Care and Use of Animals in Research; Requirements set forth in 45 CFR Part 46, Subparts A-D; DHS Directive 026-04 entitled "Protection of Human Subjects" and any related DHS policies and instructions.

Subrecipient shall not initiate any activities contemplated under this Section or execute modifications to any such approved activities until all documentation and forms required by the Grantor pursuant to Requirements set forth in this Section is duly submitted to and approved by the Grantor.

J. USA Patriot Act of 2001

Subrecipient shall comply with the applicable Requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c, which, among other things, prescribes criminal penalties for possession of any biological agent, toxin or delivery system not justified under the regulations and which establishes restrictions on access to specified materials.

K. Fly America Act of 1974

Subrecipient shall comply with the applicable Requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

L. Trafficking Victims Protection Act of 2000

Subrecipient shall comply with the applicable Requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104 *et seq.*, 2 CFR Part 175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;

(b) Procure a commercial sex act during the period of time that the Grant award is in effect; or

(c) Use forced labor in the performance of the award or subaward under this Grant award.

Subrecipient understands and agrees that the City and the Grant may terminate any award of Grant funds, or reimbursement of expenses through Grant funds, if Subrecipient is found to have violated the TVPA.

M. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225(a)), Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974(15 U.S.C. §2225).

N. Activities Conducted Abroad

Subrecipient shall comply with the Requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

O. Drug-Free Workplace Requirements

Subrecipient shall comply with applicable Requirements related to maintaining a drug-free workplace, including, without limitation, the following: the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*), codified in 2 CFR 3001; the California Drug-Free Workplace Act of 1990 (Government Code §§ 8350-8357). Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Subrecipient shall also notify the City if an employee of the Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

P. Suspension and Debarment Requirements

Subrecipient shall comply with the applicable Requirements set forth in Executive Orders 12549 and 12689, which provides protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient shall execute and submit the the City concurrent with the execution of this Agreement the Certification Regarding Debarment

required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof).

Q. Requirements of Collection and Use of Personally Identifiable Information

Subrecipient shall comply with applicable Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_guide\\_spii\\_handbook.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spii_handbook.pdf). In collecting PII, Subrecipient shall have a publicly-available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

R. Records, Reports and Access Requirements

All books, documents, papers or other records, electronic or otherwise, related to this Agreement and the Grant, including all financial records, invoices, materials, statistical records, payrolls, personnel records, and supporting documents (collectively, "Records"), in their original form, shall be maintained in accordance with Requirements prescribed by the City and Grantor and retained for a period of four (4) years after termination of this Agreement; provided, however, that if any litigation, dispute or audit is started before the expiration of such 4-year period, Records shall be retained until all litigation, dispute or audit findings involving the Records have been resolved and final action taken. In the case of Records related to real property or equipment acquired with Grant funds, such Records shall be retained for three (3) years after final disposition of such real property or equipment. Subrecipient agrees to comply with Grantor directions to transfer certain Records to Grantor custody or continue to retain such Records beyond the time set forth herein when Grantor determines that the Records possess long term retention value or the Records are continuously needed for joint use. Records shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

Subrecipient agrees that the Grantor, the City, the Office of the Inspector General of the United States, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to all Records in order to make audits, examinations, excerpts, transcripts and copies of such Records. This right

shall also include timely and reasonable access to Subrecipient's facilities and personnel for the purpose of interview and discussion related to such Records. The rights set forth herein shall last for as long as the Records are retained.

Subrecipient agrees that the Grantor and the City, through their respective authorized representatives, each has the right, at all reasonable times, to make site visits to review Grant-related project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Grantor and/or the City on the premises of the Subrecipient, the Subrecipient shall provide all reasonable facilities and assistance for the safety and convenience of the Grantor and/or City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Subrecipient agrees to submit timely, complete and accurate financial and performance reports to appropriate Grantor and City representatives as may be requested and as may be required under the Grant and to maintain appropriate backup documentation to support such reports. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor and/or the City in connection with Subrecipient's use of Grant Funds.

The provisions of this Section shall survive the termination of this Agreement.

S. Energy Policy Requirements

Subrecipient shall comply with all applicable Requirements related to energy policy and conservation, including, without limitation, the mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163), as amended.

T. Biological/Chemical Defense, Biological Laboratory, and Life Sciences Dual Use Research Requirements

Subrecipient shall conduct all biological and chemical defense research, development and acquisition projects in compliance with all arms control agreements and regulations of the United States, such Requirements to include, without limitation, the following: the Chemical Weapons Convention; the Biological Weapons Convention; DHS Directive 041-01 entitled "Compliance With, and Implementation of Arms Control Agreement." Subrecipient shall conduct all biological laboratory work in compliance with applicable Requirements, including, without limitation, the

following: the latest edition of the Center for Disease Control/National Institute of Health *Biosafety in Microbiological and Biomedical Laboratories*; DHS Directive 066-02 regarding Biosafety; and any local institutional policies that may apply to Subrecipient facilities performing work under this Grant.

Subrecipient shall identify, report and conduct any research involving life sciences dual use research of concern (as defined by the United States Government *Policy for Oversight of Life Sciences Dual Use Research of Concern*) in compliance with all applicable Requirements, including, without limitation, DHS Directive 026-08 entitled "Oversight of Life Sciences Dual Use Research of Concern" and any additional Requirements set forth in related DHS policies and instructions.

Subrecipient shall not initiate any activities contemplated under this Section or execute modifications to any such approved activities until all documentation and forms required by the Grantor pursuant to Requirements set forth in this Section is duly submitted to and approved by the Grantor.

U. U.S. Export Controls Requirements

In performing all Grant supported activities, Subrecipient shall comply with all applicable Requirements related to United States export control regulations, including, without limitation, the following: the Export Administration Regulations; the International Traffic in Arms Regulations; the Office of Foreign Assets Control Regulations. Subrecipient shall ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data or other controlled information to a non-U.S. person or entity.

V. Terrorist Financing Prohibition

Subrecipient shall comply with all Executive Orders and other Requirements which prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. These Requirements include, without limitation, EO 13224.

W. Sub-Awards and Executive Compensation Disclosure

Subrecipient shall comply with the applicable Requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

X. Inventions, Patents, Copyrights and Data Rights Requirements

1. If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and Grantor, Grantor shall determine whether to seek protection on the Invention. Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the following Requirements, without limitation: Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); government-wide regulations issued by the U.S. Department of Commerce codified in 37 CFR Part 401; EO 12591 dated April 10, 1987; EO 12618 dated December 22, 1987. Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds. City and Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.
2. When copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor, at its discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor and the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant. All publications produced with funding from Grant Funds which are submitted for publication in any magazine, journal,



or trade papers shall carry statements of acknowledgment and disclaimers as required by the Grantor under the Grant Requirements.

3. The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
4. Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts. The provisions of this Section X shall survive termination of this Agreement.

Y. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

V.  
DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.


§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto. Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither 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. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-one (31) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By: <u>[Signature]</u> Deputy City Attorney</p> <p>Date: <u>10/16/14</u></p>	<p>THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By: <u>[Signature]</u> Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date: <u>10/24/14</u></p> <p> C-124773</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, Interim City Clerk</p> <p>By: <u>[Signature]</u> Deputy City Clerk</p> <p>Date: <u>10-27-14</u></p>	<p>For: The City of Long Beach, a municipal corporation, acting by and through its Police Department</p> <p>By: <u>[Signature]</u> City Manager</p> <p>Date: <u>9/25/14</u></p> <p>[SEAL]</p>
<p>APPROVED AS TO FORM:</p> <p>By: <u>[Signature]</u> City Attorney, Deputy</p> <p>Date: <u>September 15, 2014</u></p> <p>ATTEST:</p> <p>By: <u>[Signature]</u> City Clerk</p> <p>Date: <u>9-26-2014</u></p>	

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Council File/OARS File Number: 13-1301 Date of Approval November 5, 2013  
City Contract Number: C-124773

Exhibit A

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Insurance

(Not applicable to this Agreement)

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EXHIBIT B

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE  
COMPLETING)**

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this Agreement 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
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

City of Long Beach  
RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Patrick H. West, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]  
SIGNATURE

9/25/14  
DATE

**APPROVED AS TO FORM**  
September 15, 2014  
**CHARLES PARKIN, City Attorney**  
By [Signature]  
**KENDRA L. CARNEY**  
**DEPUTY CITY ATTORNEY**

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EXHIBIT C

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APPROVED AS TO FORM

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CHARLES PARKIN, City Attorney

DEPUTY CITY ATTORNEY  
KENDRA L. CARNEY

BY

**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 than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

City of Long Beach

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Patrick H. West, City Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

P & H West

SIGNATURE

DATE

9/25/14

APPROVED AS TO FORM

September 15, 2014

CHARLES PARKIN, City Attorney

By

Kendra L. Carney  
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY



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EXHIBIT D

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APPROVED AS TO FORM

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CHARLES PARKIN, City Attorney

DEPUTY CITY ATTORNEY  
KENDRA L. CARNEY

By

**CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT  
REQUIREMENTS**

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

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

Department of Justice, Office of Justice Programs  
ATTN: Control Desk  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531

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

AGREEMENT NUMBER

City of Long Beach  
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Patrick H. West, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]  
SIGNATURE

9/25/14  
DATE

*\*NOTE: Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit*

APPROVED AS TO FORM  
September 15, 2014  
CHARLES PARKIN, City Attorney  
By [Signature]  
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY

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EXHIBIT E

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**Cooperative Agreement Terms & Conditions  
Grants and Financial Assistance Division**

**COOPERATIVE AGREEMENT TERMS AND CONDITIONS**  
**GRANTS AND FINANCIAL ASSISTANCE DIVISION (GFAD)**

In addition to the DHS Standard Terms and Conditions as outlined here: <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>, the following Terms and Conditions apply specifically to this award as administered by the Grants and Financial Assistance Division (GFAD):

**ARTICLE I. GENERAL ADMINISTRATIVE TERMS AND CONDITIONS**

**A. AWARD SPECIFIC TERMS AND CONDITIONS**

\$9,699,156 of the direct award is fully restricted until the Recipient submits to the DHS Grants officer approved revised budget, budget narrative and program narrative. Funds requested in the amount of \$111,813 to hire Program Manager and \$84,031 to hire consulting services and \$5,000 for supplies are available for immediate use.

**B. DHS PROGRAMMATIC INVOLVEMENT**

1. Providing technical assistance in the selection of eligible equipment for participating jurisdictions.
2. Assisting in the establishment of Federal interagency partnerships, collaboration and cooperation that may be necessary for carrying out the project.
3. Providing technical assistance for training and exercises to include provisioning of training and training materials as well as exercise assistance for participating jurisdictions.
4. Providing technical assistance to STC partners in developing CONOPS and standard operating procedures.
5. Attending and participating in appropriate meetings initiated by State and local stakeholders, including meetings of the STC committees, subcommittees, and working groups as applicable. Subject matter experts may/will periodically attend, participate and advise the local program managers as necessary.
6. Providing other technical assistance as required.

**C. AMENDMENTS AND REVISIONS**

**1. Budget Revisions**

- a. Transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent of the total budget approved in this Award require prior written approval by the DHS Grants Officer.
- b. The Recipient shall obtain prior written approval from the DHS Grants Officer for any budget revision that would result in the need for additional resources/funds.
- c. The Recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without prior written approval of the DHS Grants Officer.

**2. Extension Request**

- a. Extensions to the Period of Performance can only be authorized in writing by the DHS Grants Officer.

b. The extension request shall be submitted to the DHS Grants Officer sixty (60) days prior to the expiration date of the performance period.

c. Requests for time extensions to the Period of Performance will be considered, but will not be granted automatically, and must be supported by adequate justification to be processed. The justification is a written explanation of the reason or reasons for the delay; an outline of remaining resources/funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the project. Without performance and financial status reports current and justification submitted, extension requests shall not be processed.

d. DHS has no obligation to provide additional resources/funding as a result of an extension.

#### **D. EQUIPMENT**

1. Title to equipment acquired by the Recipient with Federal funds provided under this Award shall vest in the Recipient, subject to the conditions pertaining to equipment in the applicable OMB circulars:

[http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

2. Prior to the purchase of Equipment in the amount of \$5,000 or more per unit cost, the recipient must obtain the written approval from DHS.

3. For equipment purchased with Award funds having a \$5,000 or more per unit cost, the Recipient shall submit an inventory that will include a description of the property; manufacturer model number, serial number or other identification number; the source of property; name on title; acquisition date; and cost of the unit; the address of use; operational condition of the property; and, disposition data, if applicable. This report will be due with the Final Progress Report 90 days after the expiration of the Project Period, and may be emailed to [DHS-GrantReports@hq.dhs.gov](mailto:DHS-GrantReports@hq.dhs.gov)

#### **E. FINANCIAL REPORTS**

1. Semi-Annually Federal Financial Reports – the Recipient shall submit a Federal Financial Report (SF425) to the DHS Grants Officer no later than 30 days after the end of the reporting period end date. Reports are due on 9/1/2013. The report shall be emailed to [DHS-GrantReports@hq.dhs.gov](mailto:DHS-GrantReports@hq.dhs.gov) and include the grant program name and number in the subject line.

2. Final Federal Financial Report – the Recipient shall submit the final Federal Financial Report (SF425) to the DHS Grants Officer no later than 90 days after the end of the Project Period end date. The report shall be emailed to [DHS-GrantReports@hq.dhs.gov](mailto:DHS-GrantReports@hq.dhs.gov) and include the grant program name and number in the subject line.

3. Quarterly Federal Financial Reports (Cash Transaction) – the Recipient shall submit the Federal Financial Report (SF425) Cash Transaction Report to the Department of Health and Human Services, Payment Management System. Quarterly Cash Transaction reports shall be submitted no later than 1/30, 4/30, 7/30, and 10/30.

#### **F. PAYMENT**

The Recipient shall be paid in advance using the U.S. Department of Health and Human Services/Payment Management System, provided it maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds from the DHS and expenditure disbursement by the Recipient. When these requirements are not met, the Recipient will be required to be on a reimbursement for costs incurred method.

Any overpayment of funds must be coordinated with the U.S. Department of Health and Human Services/Payment Management System.

## **G. PERFORMANCE REPORTS**

1. Quarterly Performance Reports – the Recipient shall submit performance reports to the DHS Grants Officer no later than 30 days after the end of the reporting period end date. Reports are due on January 30, April 30, July 30 and October 30. The report shall be emailed to [DHS-GrantReports@hq.dhs.gov](mailto:DHS-GrantReports@hq.dhs.gov) and include the grant program name and number in the subject line

a. Performance reports must provide information on the overall progress by quarter. These reports shall include:

- \* A comparison of actual accomplishments with the goals and objectives established for the period.
- \* Reasons why established objectives were not met, if applicable.
- \* Other pertinent information including, when appropriate, analysis and explanation of cost overruns.

b. If the performance report contains any information that is deemed proprietary, the Recipient will denote the beginning and ending of such information with asterisks (\*\*\*\*\*)

2. Final Performance Report – the Recipient shall submit the Final Performance Report to the DHS Grants Officer no later than 90 days after the expiration of the Project Period. The report Final Performance Report shall be emailed to [DHS-GrantReports@hq.dhs.gov](mailto:DHS-GrantReports@hq.dhs.gov) and include the grant program name and number in the subject line.

## **H. PERIOD OF PERFORMANCE**

The approved Project and Budget Periods for the supported activity is contingent on the following:

1. Acceptable performance of the project as determined by the Department of Homeland Security (DHS);
2. If applicable, acceptance and approval of each non-competing continuation application by the DHS;
3. Subject to the availability of annual DHS appropriated funds.

## **I. PRIOR APPROVAL REQUIRED**



The Recipient shall not, without the prior written approval of the DHS, request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities prior to the approved Budget Period.

## ARTICLE II. GENERAL TERMS AND CONDITIONS

### A. ACCESS TO RECORDS.

The Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Award for a period of three years from the date of submission of the final expenditure report. The only exceptions to the aforementioned record retention requirements are the following:

1. If any litigation, dispute, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, dispute or audit findings involving the records have been resolved and final action taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.
3. The DHS Grants Officer may direct the Recipient to transfer certain records to DHS custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the DHS Grants Officer may make arrangements for the Recipient to retain any records that are continuously needed for joint use.

DHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient that are pertinent to this Award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this award term are not limited to the required retention period, but shall last as long as records are retained.

With respect to sub-recipients, DHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending DHS funds. Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Access to Records).

### B. COMPLIANCE ASSURANCE PROGRAM OFFICE TERMS AND CONDITIONS

The Compliance Assurance Program Office (CAPO) is comprised of the DHS Treaty Compliance Office (TCO), Export Control Group (ECG), and the DHS Regulatory Compliance Office (RCO). The Compliance Assurance Program Manager (CAPM) is the DHS official responsible for overseeing CAPO and implementing procedures to ensure that the Recipient and any Recipient institutions/collaborators under this Award comply with international treaties, federal regulations, and DHS policies for Arms Control Agreements, Biosafety, Select Agent and Toxin Security, Animal Care and Use, the Protection of Human Subjects, Life Sciences Dual Use Research of Concern, and Export Controls.

CAPO collects and reviews relevant documentation pertaining to this Award on behalf of the Compliance Assurance Program Manager. Additional guidance regarding the review process is provided in the following sections, along with contact information for the TCO, RCO, and ECG. This guidance applies to the Recipient and any/all Recipient institutions involved in the performance of work under this Award. The Recipient is responsible for ensuring that any/all Recipient institutions and collaborators comply with all requirements and submit relevant documentation, as outlined in sections C – G below, for work being performed under this Award.

## C. TREATY COMPLIANCE FOR BIOLOGICAL AND CHEMICAL DEFENSE EFFORTS

The Recipient and any Recipient institution shall conduct all biological and chemical defense research, development, and acquisition projects in compliance with all arms control agreements of the U.S., including the Chemical Weapons Convention (CWC) and the Biological Weapons Convention (BWC). DHS Directive 041-01, *Compliance With, and Implementation of, Arms Control Agreements*, requires all such projects to be systematically evaluated for compliance at inception, prior to funding approval, whenever there is significant project change, and whenever in the course of project execution an issue potentially raises a compliance concern.

1. Requirements for Initial Treaty Compliance Review. To ensure compliance with DHS Directive 041-01, for each new biological and/or chemical defense-related effort (including paper and modeling studies) to be conducted under this Award, the Recipient must submit the following documentation for compliance review and certification prior to funding approval: a completed Treaty Compliance Form (TCF), which includes a Project Summary; a BWC Checklist; and/or a CWC Checklist.

2. Requirements for Ongoing Treaty Compliance Review. To ensure ongoing treaty compliance for approved biological and/or chemical defense-related efforts funded through this Award, the Recipient must submit the following documentation for review and approval prior to any significant project change and/or whenever in the course of project execution an issue potentially raises a compliance concern: a detailed description of the proposed modification, and written request for approval.

The Recipient should contact the Treaty Compliance Office (TCO) at [treatycompliance@hq.dhs.gov](mailto:treatycompliance@hq.dhs.gov) to obtain the TCF template, submit the completed Form, or request additional guidance regarding TCO documentation and review requirements, as applicable to (1) new biological and/or chemical defense-related efforts, or (2) modifications to previously approved efforts. The TCO will review all submitted materials and provide written confirmation of approval to initiate work to the Recipient once the treaty compliance certification process is complete. **The Recipient and any Recipient institution shall not initiate any new activities, or execute modifications to approved activities, until receipt of this written confirmation.**

## D. REGULATORY COMPLIANCE FOR BIOLOGICAL LABORATORY WORK

The Recipient and any Recipient institution shall conduct all biological laboratory work in compliance with applicable federal regulations; the latest edition of the CDC/NIH *Biosafety in Microbiological and Biomedical Laboratories* ; DHS Directive 066-02, Biosafety; and any local institutional policies that may apply for Recipient institution facilities performing work under this Award. The Regulatory Compliance Office (RCO) will review the submitted Treaty Compliance Form (TCF) for planned work under this Award to determine the applicability of the requirements outlined in this section. **The Recipient must contact the RCO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) for guidance on the requirements, and then submit all required documentation based on RCO guidance, prior to the initiation of any biological laboratory work under this Award.**

**1. Requirements for All Biological Laboratory Work.** Biological laboratory work includes laboratory activities involving: (1) recombinant DNA or 'rDNA'; (2) Biological Select Agents and Toxins or 'BSAT'; or (3) biological agents, toxins, or other biological materials that are non-rDNA and non-BSAT. **Each Recipient and any Recipient institution to be conducting biological laboratory work under this Award must submit copies of the following documentation, as required by the RCO after review of the TCF(s), for review prior to the initiation of such work:**

- a. Research protocol(s), research or project plan(s), or other detailed description of the biological laboratory work to be conducted;
- b. Documentation of project-specific biosafety review for biological laboratory work subject to such review in accordance with institutional policy;
- c. Institutional or laboratory biosafety manual (may be a related plan or program manual) for each facility/laboratory to be involved in the biological laboratory work;
- d. Biosafety training program description (should be provided as available in existing policies, plans, and/or manuals for all relevant facilities/laboratories where work is conducted;
- e. Documentation of the most recent safety/biosafety inspection(s) for each facility/laboratory where the biological laboratory work will be conducted;
- f. Exposure Control Plan, as applicable;
- g. Documentation from the most recent Occupational Safety and Health Administration (OSHA) or State Occupational Safety and Health Agency inspection report; a copy of the OSHA Form 300 *Summary of Work Related Injuries and Illnesses* or equivalent, for the most recent calendar year; and documentation of any OSHA citations or notices of violation received in the past five years; and
- h. Documentation from the most recent U.S. Department of Transportation (DOT) inspection report; and documentation of any DOT citations or notices of violation received in the past five years.

2. **Requirements for Research Involving Recombinant DNA (rDNA)**. Laboratory activities involving rDNA research are defined by the *NIH Guidelines for Research Involving Recombinant DNA Molecules, "NIH Guidelines"*. Each Recipient and any Recipient institution shall conduct all rDNA work in compliance with the NIH Guidelines. In addition to the documentation referenced in Section B.1 above, **each facility conducting research activities involving rDNA under this Award must submit copies of the following documentation to the RCO for review prior to the initiation of such activities:**

- a. Institutional Biosafety Committee (IBC) Charter, and/or other available documentation of IBC policies and procedures;
- b. Most recent Office of Biotechnology Activities (OBA) acknowledgement letter of the annual IBC Report;
- c. IBC-approved rDNA research protocol(s); and
- d. Documentation of final IBC approval for each rDNA research protocol and all subsequent renewals and amendments as they occur.

3. **Requirements for Activities Involving Biological Select Agents and Toxins (BSAT)**. **Planned activities involving the possession transfer, and/or use of BSAT must be reviewed by the RCO prior to initiation.** This requirement also applies to activities involving select toxins that fall below the Permissible Toxin Limits, both at facilities registered with the National Select Agent Program and at unregistered facilities. Each Recipient and any Recipient institution shall conduct all BSAT work in compliance with all applicable regulations, including 42 C.F.R. § 73, 7 C.F.R. § 331, and 9 C.F.R. § 121, related entity- and laboratory-specific policies and procedures, and DHS Directive 026-03, *Select Agent and Toxin Security*. **In addition to the documentation referenced in Section B.1 above, each facility conducting activities involving BSAT under this Award must submit copies of the following documentation to the RCO for review prior to the initiation of such activities:**

- a. Current APHIS/CDC Certificate of Registration;
- b. Most recent APHIS/CDC inspection report(s), response(s), and attachment(s);
- c. Current versions of the Biosafety, Security, and Incident Response Plans required and reviewed under the Select Agent Regulations; and
- d. Documentation of the most recent annual BSAT facility inspection, as required of the Responsible Official under the Select Agent Regulations.

The Recipient should contact the RCO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) to obtain the RCO Documentation Request Checklist, submit documentation, or request more information regarding the DHS RCO documentation and compliance review requirements. The RCO will provide written confirmation of receipt of all required documentation to the designated Point(s) of Contact. The RCO will evaluate the submitted materials, along with available documentation from any previous reviews for related work at the Recipient and Recipient institution. Additional documentation may be required in some cases and must be submitted upon request. The RCO will review all submitted materials and provide written confirmation to the Recipient once all requirements have been met.

RCO review of submitted materials may determine the need for further compliance review requirements, which may include documentation-based and on-site components. The Recipient, and any Recipient institutions conducting biological laboratory work under this Award, must also comply with ongoing RCO compliance assurance and review requirements, which may include but are not limited to initial and periodic documentation requests, program reviews, site visits, and facility inspections.

The Recipient must promptly report the following to the RCO, along with any corrective actions taken: (1) any serious or continuing biosafety or BSAT program issues as identified by the APHIS/CDC National Select Agent Program, other compliance oversight authorities, or institutional-level reviews (e.g., IBC or equivalent, laboratory safety/biosafety inspections); (2) any suspension or revocation of the APHIS/CDC Certificate of Registration; and (3) any for-cause suspension or termination of biological, rDNA, or BSAT activities at the laboratories/facilities where DHS-sponsored work is conducted.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to applicable DHS requirements for biological laboratory activities. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., BMBL and NIH Guidelines). The Recipient must provide RCO documentation sufficient to illustrate this compliance. The RCO will evaluate compliance measures for these institutions on a case-by-case basis. The Recipient must not initiate work nor provide funds for the conduct of biological laboratory work under this Award without RCO's formal written approval.

## **E. RESEARCH INVOLVING ANIMALS**

The Recipient and any Recipient institution shall conduct all research involving animals under this Award in compliance with the requirements set forth in the Animal Welfare Act of 1966 (P.L. 89-544), as amended, and the associated regulations in 9 C.F.R., Chapter 1, Subchapter A; the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (which adopts the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training", 50 FR 20864, May 20, 1985); the National Research Council (NRC) Guide for the Care and Use of Laboratory Animals; the Federation of Animal Science Societies (FASS) Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching; and any additional requirements set forth in the DHS Directive for the Care and Use of Animals in Research (026-01). Each Recipient and any Recipient institution planning to perform research involving animals under this Award must comply with the requirements and submit the documentation outlined in this section.

1. Requirements for Initial Review of Research Involving Animals. Research Involving Animals includes any research, experimentation, biological testing, and other related activities involving live, vertebrate animals, including any training for such activities. Each facility conducting research involving animals under this Award must submit copies of the following documentation to the RCO for review **prior to the initiation of such research:**

- a. Institutional Animal Care and Use Committee (IACUC)-approved animal research protocol(s), including documentation of IACUC approval, any protocol amendments, and related approval notifications;
- b. Public Health Service (PHS) Animal Welfare Assurance, including any programmatic amendments, and the most recent NIH Office of Laboratory Animal Welfare (OLAW) approval letter for each Recipient and Recipient institution; OR DHS Animal Welfare Assurance, if the Recipient is not funded by the PHS and does not have a PHS Assurance on file with OLAW. Any affiliated IACUCs must be established under the same requirements as set forth in the PHS Policy;
- c. Most recent IACUC semiannual program review and facility inspection reports covering all relevant facilities/laboratories involved in DHS-funded work; and
- d. Most recent Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) inspection report(s) for AAALAC-accredited institution(s) housing and/or performing work involving animals under this Award.

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the RCO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov). Additional documentation may be required in some cases and must be submitted upon request. The RCO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met. Upon receipt of this written confirmation, the Recipient may initiate approved animal research projects under this Award, but must address any potential compliance issues or concerns identified by the RCO. Research involving the use of nonhuman primates or international collaborations involving animal research will require more extensive review prior to approval, and must not begin under this Award without first obtaining a formal certification letter from the RCO.

The Recipient, as well as any Recipient institution and partner institutions conducting animal research under this Award, shall also comply with ongoing RCO compliance assurance functions, which may include but are not limited to periodic site visits, program reviews, and facility inspections.

**2. Requirements for Ongoing Review of Research Involving Animals.** For ongoing animal research activities, each Recipient and any Recipient institutions must submit updates to the RCO regarding any amendments or changes to (including expiration, renewal, or completion of) ongoing animal protocols as they occur, and may be required to submit annual updates regarding the ACU program at Recipient and Recipient institutions. Annual updates may include, but are not limited to, the IACUC semiannual (program review and facility inspection) reports, the USDA inspection report, and the most recent AAALAC inspection report, as applicable.

The Recipient must promptly report the following to the RCO, along with any corrective actions taken: (1) any serious or continuing noncompliance with animal care and use regulations and policies adopted by DHS (as referenced above); (2) any change in AAALAC accreditation status; (3) any USDA Notice of Violation; and (4) IACUC suspension of any animal research activity conducted under this Award.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS requirements for work involving animals. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., Title 9, C.F.R, Chapter 1, Subchapter A; *Public Health Service Policy on Humane Care and Use of Laboratory Animals; the Guide for the Care and Use of Laboratory Animals; and the Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching*). The Recipient must provide RCO documentation sufficient to illustrate this compliance. The RCO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving animals at foreign institutions under this Award without formal written approval from the RCO.

## **F. LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC)**

The Recipient and any Recipient institutions shall identify, report, and conduct any research involving life sciences dual use research of concern (as defined by the United States Government Policy for Oversight of Life Sciences Dual Use Research of Concern) in compliance with federal regulations, DHS Directive 026-08, *Oversight of Life Sciences Dual Use Research of Concern*, as well as any additional requirements set forth in related DHS policies and instructions.

## **G. RESEARCH INVOLVING HUMAN SUBJECTS**

The Recipient and any Recipient institutions shall conduct all Research Involving Human Subjects in compliance with the requirements set forth in 45 C.F.R. § 46, Subparts A-D, DHS Directive 026-04, *Protection of Human Subjects*, and any related DHS policies and instructions prior to initiating any work with human subjects under this Award. Each Recipient and any Recipient institutions planning to perform research involving human subjects under this Award must submit the documentation outlined in this section for RCO review.

1. Requirements for Research Involving Human Subjects. Each facility conducting work involving human subjects under this Award is required to have a project-specific Certification of Compliance letter issued by the RCO. Each Recipient must submit the following documentation to the RCO for compliance review and certification prior to initiating research involving human subjects under this Award:

- a. Research protocol, as approved by an Institutional Review Board (IRB), for any human subjects research work to be conducted under this Award;
- b. IRB approval letter or notification of exemption (see additional information below on exemption determinations), for any human subjects research work to be conducted under this Award;
- c. IRB-approved informed consent document(s) (templates) or IRB waiver of informed consent for projects involving human subjects research under this Award; and

d. Federal-wide Assurance (FWA) number from the HHS Office for Human Research Protections (OHRP), or documentation of other relevant assurance, for all Recipient institutions (including Sub-recipients) involved in human subjects research under this Award.

2. Exemptions for Research Involving Human Subjects. Exemption determinations for human subjects research to be conducted under this Award should only be made by authorized representatives of (1) an OHRP-registered IRB, or equivalent, or (2) the RCO. Exemption determinations made by an OHRP-registered IRB, or equivalent, should be submitted to the RCO for review and record-keeping. Program managers, principal investigators, research staff, and other DHS or institutional personnel should not independently make exemption determinations in the absence of an IRB or RCO review. DHS program managers (or institutions conducting human subjects' research under this Award) seeking an exemption determination from the RCO should submit a request to [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) that includes the following:

- a. Research protocol or detailed description of planned activities to be conducted under this Award.
- b. Identification of the exemption category that applies to the project(s) to be conducted under this Award and explanation of why the proposed research meets the requirements for that category of exemption.

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the RCO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov). The submitted documentation will be retained by the RCO and used to conduct a regulatory compliance assessment. Additional documentation may be required in some cases to complete this assessment. The Recipient must provide this documentation upon request, and address in writing any compliance issues or concerns raised by the RCO before a certification letter is issued and participant enrollment can begin under this Award. The RCO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met.

The Recipient and any Recipient institution shall submit updated documentation regarding ongoing research involving human subjects, as available and **prior to the expiration of previous approvals**. Such documentation includes protocol modifications, IRB renewals for ongoing research protocols ("Continuing Reviews"), and notifications of study completion.

The Recipient must promptly report the following to the RCO, along with any corrective actions taken: (1) any serious or continuing noncompliance with human subjects research regulations and policies adopted by DHS (as referenced above); and (2) suspension, termination, or revocation of IRB approval of any human subjects research activities conducted under this Award.



Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS and RCO requirements for research involving human subjects. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., 45 C.F.R. § 46, including all Subparts, as relevant). The RCO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving human subjects at foreign institutions under this Contract without formal written approval from the RCO.

## **H. COMPLIANCE WITH U.S. EXPORT CONTROLS**

Activities performed by the Recipient and any Recipient institution under this Award may or may not be subject to U.S. export control regulations. The Recipient and any Recipient institution shall conduct all such activities, to include any and all DHS-funded research and development, acquisitions, and collaborations in full compliance with U.S. export controls—to include the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Assets Control (OFAC) Regulations. The Recipient and any Recipient institution will ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data, or other controlled information to a non-U.S. person or entity. Upon DHS request, the Recipient and any Recipient institution must provide to CAPO documentation and any other information necessary to determine satisfaction of this requirement.

All documentation, as well as any questions or concerns regarding export controls, should be submitted to the RCO at [exportcontrols@hq.dhs.gov](mailto:exportcontrols@hq.dhs.gov).

## **I. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

1. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the Recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make sub-awards under this award, you:

a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

b. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) website: <https://www.sam.gov>
  
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C
  - i. A Governmental organization, which is a State, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.
- d. Sub-award:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  
  - iii. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Sub-recipient means an entity that:
  - i. Receives a sub-award from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

## **J. CONTRACT PROVISIONS**

All Contracts executed under this award will contain contract provisions as listed in the applicable cost principles: [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default).

## **K. CONTROLLED UNCLASSIFIED INFORMATION**

The parties understand that information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Recipient is responsible for compliance with all applicable laws and regulations. Nothing in this Award shall be construed to permit any disclosure in violation of those restrictions.

## **L. E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING**

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/sub-awards issued under this agreement.

## **M. PATENT RIGHTS AND DATA RIGHTS**

### Patent rights.

The Recipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." The clause at 37 CFR 401.14 is incorporated by reference herein. All reports of subject inventions made under this Award should be submitted to DHS using the Interagency Edison system website at <http://www.iedison.gov>.

### Data rights.

1. **General Requirements.** The Recipient grants the Government a royalty free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in:

- a. Any data that is first produced under this Award and provided to the Government;
  - b. Any data owned by third parties that is incorporated in data provided to the Government under this Award; or
  - c. Any data requested in paragraph 2 below, if incorporated in the Award.
- "Data" means recorded information, regardless of form or the media on which it may be recorded.

2. **Additional requirement for this Award.**

- a. **Requirement:** If the Government believes that it needs additional research data that was produced under this Award, the Government may request the research data and the Recipient agrees to provide the research data within a reasonable time.
- b. **Applicability:** The requirement in paragraph 2.a of this section applies to any research data that are:
  - i. Produced under this Award, either as a Recipient or sub-recipient;
  - ii. Used by the Government in developing an agency action that has the force and effect of law; and
  - iii. Published, which occurs either when:
    - 1) The research data is published in a peer-reviewed scientific or technical journal; or
    - 2) DHS publicly and officially cites the research data in support of an agency action that has the force and effect of law

c. **Definition of "research data:"** For the purposes of this section, "research data:"

i. Means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings.

ii. Excludes:

- 1) Preliminary analyses;
- 2) Drafts of scientific papers;
- 3) Plans for future research;
- 4) Peer reviews;
- 5) Communications with colleagues;
- 6) Trade secrets;
- 7) Commercial information;
- 8) Materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and
- 9) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

d. Requirements for sub-awards: The Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Patent Rights and Data Rights) and the award term titled "Copyright" above.

1. Publications. All publications produced as a result of this funding which are submitted for publication in any magazine, journal, or trade paper shall carry the following:

a. Acknowledgement. "This material is based upon work supported by the U.S. Department of Homeland Security under Grant Award Number 2012-DN-106-00001-02.

b. Disclaimer. "The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Publications).

2. Enhancing Public Access to Publications. "DHS Policy explicitly recognizes and upholds the principles of copyright. Authors and journals can continue to assert copyright in DHS-funded scientific publications, in accordance with current practice. The policy encourages authors to exercise their right to give DHS a copy of their final manuscript or software before publication. While individual copyright arrangements can take many forms, DHS encourages investigators to sign agreements that specifically allow the manuscript or software to be deposited with DHS for public posting or use after journal publication. Institutions and investigators may wish to develop particular contract terms in consultation with their own legal counsel, as appropriate. But, as an example, the kind of language that an author or institution might add to a copyright agreement includes the following: "Journal (or Software recipient) acknowledges that the Author retains the right to provide a final copy of the final manuscript or software application to DHS upon acceptance for Journal publication or thereafter, for public access purposes through DHS's websites or for public archiving purposes."

## **N. REPORTING SUB-AWARDS AND EXECUTIVE COMPENSATION**

### **1. Reporting of first-tier sub-awards.**

a. **Applicability:** Unless you are exempt as provided in paragraph 4. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph 5. of this award term).

### **b. Where and when to report:**

i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.

ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

c. **What to report:** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

### **2. Reporting Total Compensation of Recipient Executives.**

a. **Applicability and what to report:** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

b. **Where and when to report:** You must report executive total compensation described in paragraph 2.a. of this award term:

i. As part of your registration profile at <http://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

### **3. Reporting of Total Compensation of Subrecipient Executives.**

a. **Applicability and what to report:** Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Sub-awards, and

b. The total compensation of the five most highly compensated executives of any sub-recipient.

5. Definitions. For purposes of this award term:

a. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Sub-award:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A sub-award may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

d. Sub-recipient means an entity that:

- i. Receives a sub-award from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## O. SITE VISITS

The DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the Recipient, or a contractor under this Award, the Recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

## P. TERMINATION

Either the Recipient or the DHS may terminate this Award by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the termination. All notices are to be transmitted to the DHS Grants Officer via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of this Award will be commenced and processed pursuant to the applicable Uniform Administrative Requirements as outlined by OMB:

[http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

## Q. TRAVEL

Travel required in the performance of the duties approved in this Award must comply with the applicable OMB Cost Principles:

[http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

**Foreign travel must be approved by DHS in advance and in writing.** Requests for foreign travel identifying the traveler, the purpose, the destination, and the estimated travel costs must be submitted to the DHS Grants Officer 60 days prior to the commencement of travel.

## **R. GOVENING PROVISIONS**

The following are incorporated into this Award by this reference:

31 CFR 205	Rules and Procedures for Funds Transfers
OMB Circular A-87, relocated to 2 CFR part 225	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-133	Audits of States, Local Governments, and Non-Profit Organizations
Application	Grant Application and Assurances dated 6/13/2013, as revised

## **S. ORDER OF PRECEDENCE**

1. A-87, Cost Principles for State, Local, and Indian Tribal Governments, Uniform Administrative Requirements for Grants and Cooperative Agreements \_\_\_\_\_
2. \_\_2\_CFR 225, "Cost Principles for State, Local and Indian Tribal Governments, Cost Principles for \_\_\_\_\_
3. The terms and conditions of this Award
4. The Funding Opportunity, DHS-2013-106-01, Securing the Cities Program
5. Application and Assurances dated 6/28/2013, as revised



**U.S. Department of Homeland Security**  
**Chapter 6: Financial Assistance**

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**Part 6.1.1: Financial Assistance Award Standard  
Terms and Conditions**



# Homeland Security

## **Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions**

The Department of Homeland Security (DHS) is finalizing policy on financial assistance award standard terms and conditions. The guidance below is to be used as a reference until the comprehensive DHS policy is issued.

DHS requires standard terms and conditions approved by the Division of Financial Assistance Policy and Oversight (FAPO) to be applied to all financial assistance awards.

Beginning in FY 2011, awarding offices must include the standard award terms and conditions contained in Appendix A for all funding opportunity announcements, program guidance, and awards for financial assistance.

## **Appendix A. Standard Terms and Conditions**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources:

- Office of Management and Budget (OMB) Circular A-102, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (also known as the “A-102 Common Rule”), found under DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, relocated to 2 CFR Part 215.

The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The four costs principles circulars are as follows:

- OMB Circular A-21, *Cost Principles for Educational Institutions*, relocated to 2 CFR Part 220.
- OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, relocated to 2 CFR Part 225.
- OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, relocated to 2 CFR Part 230.
- OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

### **Civil Rights Act of 1964**

All recipients of financial assistance will comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Civil Rights Act of 1968**

All recipients of financial assistance will comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and

## Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—*i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

### **Americans with Disabilities Act of 1990**

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Age Discrimination Act of 1975**

All recipients of financial assistance will comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

### **Rehabilitation Act of 1973**

All recipients of financial assistance will comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions

### **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

### **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the *Animal Welfare Act*, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

### **Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

### **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research

## Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions

for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

### **National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the *National Environmental Policy Act (NEPA)*, as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

### **National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the *National Flood Insurance Act*, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

### **Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the *Flood Disaster Protection Act of 1973*, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the *Federal Register* by FEMA.

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### **Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

### **USA Patriot Act of 2001**

All recipients of financial assistance will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

### **Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or

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- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Drug-Free Workplace Regulations**

All recipients of financial assistance will comply with the requirements of the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 44 CFR Part 17.

### **Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

### **Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

### **Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



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### **Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

### **Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

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2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.