

34954

Subrecipient Agreement

Between the County of Los Angeles and

Disaster Management Area F

Grant Year 2017

Emergency Management Performance Grant

34954

**SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
DISASTER MANAGEMENT AREA F**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles" or "County"), and Disaster Management Area F (the "Subrecipient"), which is comprised of the cities listed in Attachment A, under a Joint Exercise of Powers Agreement with the County of Los Angeles to provide for inter-agency cooperation in major natural or man-made disasters. Each of the cities that comprise Disaster Management Area F is a municipal corporation duly organized or existing under the laws of the State of California.

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 44 C.F.R. through the Grants Program Directorate (GPD) of the Federal Emergency Management Agency (FEMA) has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.042, directly to the California Governor's Office of Emergency Services (Cal OES) for the 2017 Emergency Management Performance Grant (EMPG) program; and

WHEREAS, Cal OES provides said funds to the Los Angeles County Chief Executive Officer (CEO), on behalf of the County of Los Angeles, as its Subgrantee, and CEO is responsible for managing the grant and overseeing the funds that are distributed, by CEO, to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to provide resources to sustain and enhance all-hazards emergency management capabilities of the Subrecipient, and to assist Subrecipient in building effective prevention and response capabilities for an effective and consistent response to any threatened or actual disaster or emergency, regardless of the cause; and

WHEREAS, the County as Subgrantee has obtained approval of an EMPG 2017 Grant from Cal OES for the Subrecipient in the amount of \$78,533; and

WHEREAS, the CEO now wishes to distribute EMPG funds to the Subrecipient; as further detailed in this Agreement; and

WHEREAS, the CEO, on behalf of the County, is authorized to enter into subrecipient agreements with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the sub-recipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on December 12, 2017 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Disaster Management Area F, a joint powers public agency, having its principal office at 2900 Redondo Avenue, Long Beach, CA 90806.

§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 County of Los Angeles for financial and reimbursement claiming issues shall be, unless otherwise stated in this Agreement:

Jeff L. Reeb, Director
Office of Emergency Management
County of Los Angeles Chief Executive Office
1275 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 980-2261
Fax: (323) 881-6897
jreeb@ceooem.lacounty.gov

With a copy to:

Helen Jo, Grants Program Manager
Office of Emergency Management
County of Los Angeles Chief Executive Office
1275 N. Eastern Avenue
Los Angeles, CA 90063

Phone: (323) 980-2093
Fax: (323) 881-6897
hjo@ceo.lacounty.gov

The representative of the County of Los Angeles for the grant programmatic and operational issues shall be, unless otherwise stated in this Agreement:

Helen Jo, Grants Program Manager
Office of Emergency Management
County of Los Angeles Chief Executive Office
1275 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 980-2093
Fax: (323) 881-6897
hjo@ceo.lacounty.gov

2. The representative of Subrecipient shall be:

Name and Title: Allison Bright, Disaster Preparedness Analyst
Organization: City of Long Beach
Address: 2990 Redondo Avenue
City/State/Zip: Long Beach, CA 90806
Phone: 562-570-9480
Fax: 562-570-9254
Email: allison.bright@longbeach.gov

With a copy to:

Name and Title: Suzy B. Betz, Grant Coordinator
Organization: City of Long Beach
Address: 2990 Redondo Avenue
City/State/Zip: Long Beach, CA 90806
Phone: 562-570-9252
Fax: 562-570-9254
Email: suzy.betz@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. In addition, notices, demands and communications may be given by Email and shall be deemed communicated upon receipt.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. No employee of Subrecipient is or shall be an employee of the County of Los Angeles 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 County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Disclosure of Lobbying Activities, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. FY17 EMPG Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from July 1, 2017 to June 30, 2018.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative, for the FY 2017 EMPG, which has been approved by the California Governor's Office of Emergency Services, hereafter Cal OES. This information is contained in a copy of the FY17 EMPG Notification of Application Approval, attached hereto as Exhibit E and made a part hereof.

Any request by Subrecipient to modify the program narrative must be made in writing with the appropriate justification and submitted to County for approval. If during the County's review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not respond, CEO will issue a letter indicating that the requested modification will be denied. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient shall utilize grant funds in accordance with all Federal regulations and State guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Subrecipient shall follow its own internal purchasing policies or the purchasing policies of the Disaster Management Area lead agency.
- E. This paragraph intentionally left blank.
- F. Subrecipient shall provide quarterly status reports to CEO indicating its progress on meeting the program goals and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement, attached hereto as Exhibits F and G, respectively, and made a part hereof. Reports and claims shall be in the form requested by the County of Los Angeles, and shall be provided by the 15th of the month following the end of the quarter, or as designated by the CEO.
- G Subrecipient shall provide to the County of Los Angeles a copy of its Annual Single Audit Report, if applicable, as required by Title 2 C.F.R. Part 200 Subpart F – Audit Requirements, to CEO no later than March 31st of the year following the reporting period.

- H Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- I. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements and with the Program Narrative as shown in the FY17 EMPG Notification of Application Approval (Exhibit E). Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement. County will provide a minimum of ten working days' advance notice of said on-site visit, if possible.
- J. Any equipment acquired pursuant to this Agreement shall be authorized in FEMA Authorized Equipment List (AEL) available online at <http://beta.fema.gov/authorized-equipment-list>. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2017 EMPG can be found at Title 2 C.F.R. Part 200 SubPart D – Post-Federal Award Requirements, Title 44 C.F.R. Part 13 Subpart C – Post-Award Requirements, and 2017 Department of Justice (DOJ) Grants Financial Guide.

Any equipment acquired or obtained with grant funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, and hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 - 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 - 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- K. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 44 C.F.R. Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 2017 DOJ Grants Financial Guide. For the purposes of this subsection, “Equipment” is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the “Equipment” category of the Grant shall also be listed on any required Equipment Ledger.

1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
 3. An Equipment Ledger shall be maintained listing each item of Equipment acquired with EMPG funds. The Equipment Ledger must be kept up to date at all times. Any changes shall be recorded in the Equipment Ledger within ten (10) business days and the updated Equipment Ledger is to be forwarded to the CEO. The Equipment Ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal stock number, national stock number, or other identification number; (d) the fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment, and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 44 C.F.R. Part 13 Subpart C – Post-Award Requirements.
 4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every year or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- L. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal OES Supplement to FY 2017 EMPG Program Notice of Funding Opportunity ("State Guidance"). EMPG funds may be used for a range of emergency management planning activities, including program evaluations.
- M. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in the State Guidance. EMPG funds may be used for a range of emergency management related training activities to enhance the capabilities of emergency management personnel.

- N. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in the State Guidance. EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises.
- O. Any organization activities, including personnel services and operating expenses, paid pursuant to this Agreement shall conform to the guidelines, if any, as listed in the State Guidance.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient the grant amount of \$78,533 as eligible expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be for the purchase of personnel services, exercises, training, planning, equipment and operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in FY 2017.
- B. Subrecipient shall submit their reimbursement requests in accordance with the EMPG Reimbursement Form and Instructions (attached hereto as Exhibit G) to the Auditor-Controller Shared Services Division on a quarterly basis, following costs being incurred and paid, and the required supporting documentation being available. Said timeframe should be within fifteen (15) days of the end of each quarter and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form. All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

The County of Los Angeles shall pay eligible reimbursement to Subrecipient within thirty (30) calendar days of County's final approval of the Subrecipient's reimbursement request.

- C. County may, at its discretion, and with Cal OES approval, reallocate unexpended grant funds to another Subrecipient. Said reallocation may occur upon completion of an approved project, or by notification to County by Subrecipient that a portion of the grant funds identified in §301 A., above, will not be utilized. Notwithstanding the provisions of §503, below, any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement.
- D. Payment of the final reimbursement request shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein. In addition, any payment made to the Subrecipient may be subject to repayment by the Subrecipient to the County for noncompliance in accordance with §411 of this Agreement.
- F. 1. County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the County Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein 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.

§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, and the County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the United States of America, the State of California and the County of Los Angeles.

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 remainder of the Agreement shall not be affected thereby.

Applicable Federal or State requirements that are more restrictive shall be followed.

§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. Breach

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.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County of Los Angeles:

- 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.

§406. Permits

Subrecipient and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. 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, and the County of Los Angeles. In performing this Agreement, 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. 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 C.F.R. Part 60).

If required, Subrecipient shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.gov/about/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision shall apply and shall be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to 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 Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof 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.

§409. Conflict of Interest

- A. The 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 the subcontractor 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 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 partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, 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, or 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 County of Los Angeles' approval of any subcontract, the Subrecipient shall disclose to the County of Los Angeles 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 County 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 an 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 or subcontract that it enters into in connection with this grant and shall substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act, California Government Code §§6250 et seq.

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. Title 2 Code of Federal Regulations (C.F.R.) Part 200

Subrecipient shall, as applicable, comply with Title 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart A – Acronyms and Definitions, Subpart B – General Provisions, Subpart C – Pre-Federal Awards Requirements and Contents of Federal Awards, Subpart D – Post-Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audit Requirements.

- 2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 U.S.C. Sec. 7501 et seq.; Title 2 C.F.R. Part 200 Subpart F and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

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.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make copies, excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient shall, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all subcontracts. The Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract.

8. Labor

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

Subrecipient shall, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).

Subrecipient shall, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities. California Government Code §§16645 et seq.

9. Civil Rights

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

10. Environmental

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

Subrecipient shall, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

Subrecipient shall, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

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

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

11. Preservation

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

12. Suspension and Debarment

Subrecipient shall, as applicable, comply with Title 44 C.F.R. and Title 13 C.F.R., regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B, required by Executive Order 12549, Debarment and Suspension, 13 C.F.R. Part 145 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. 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 accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701, Title 44 C.F.R. Part 83; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. 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 accordingly.

14. Lobbying Activities

Subrecipient shall, as applicable, comply with 31 U.S.C. §1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient shall, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 44 C.F.R. Part 66; EO 12372; US Department of Justice, Office of Justice Programs, 2017 Financial Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of Title 2, 6, 28, 44 C.F.R. applicable to grants and cooperative agreements, including 28 C.F.R. Part 18, Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 20, Criminal Justice Information Systems; 28 C.F.R. Part 22, Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30, Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; 28 C.F.R. Part 38, Equal Treatment of Faith-based Organizations; 28 C.F.R. Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61, Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63, Floodplain Management and Wetland Protection Procedures; 28 C.F.R. Part 69, New Restrictions on Lobbying; and 28 C.F.R. Part 83, Government-Wide Requirements for a Drug Free Workplace (Grants); 44 C.F.R. Part 7, Nondiscrimination in Federally-Assisted Programs (FEMA Reg. 5); 44 C.F.R. Part 9, Floodplain Management and Protection of Wetlands; 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 44 C.F.R. Part 16, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency; 44 C.F.R. Part 18, New Restrictions on Lobbying; 44 C.F.R. Part 7, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance; Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or the Juvenile Justice and Delinquency Prevention

Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

Subrecipient, as provided herein, shall be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Subrecipient's policies and procedures. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established by the County of Los Angeles.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the State Guidance and in the attached FY17 EMPG Grant Assurances ("Grant Assurances"). By signing these Grant Assurances and accepting the State Guidance, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. In turn, the County is requiring the Subrecipient to sign the Grant Assurances, attached hereto as Exhibit D, and be liable to the County for any funds the State or Federal government determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances or State Guidance.

§412. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and shall be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles shall report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State shall determine whether to seek protection on the Invention. The State shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, (dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 C.F.R., 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

County of Los Angeles 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.

C. Copyright Policy

1. Unless otherwise provided by applicable Federal or State laws or requirements or by the terms of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles 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 Material developed under this Agreement.

2. The State 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 Material developed under this Agreement or any Copyright purchased under this Agreement.

Nothing contained in this Agreement shall apply to intellectual property developed outside of the scope of this Agreement or outside of the employment of any individual that may be covered by this Agreement.

D. Rights to Data

The State and the County of Los Angeles shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 C.F.R. 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 C.F.R. 27.404(f)(2) instead of unlimited rights. (Title 48 C.F.R. 27.404(a)).

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient shall comply with California Family Code Section 5230 et seq., as applicable.

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all the Subrecipient's contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination for Convenience

A. Notice of Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, which are agreed to by the Subrecipient and County of Los Angeles must be incorporated into this Agreement by a written amendment properly executed and signed by persons duly authorized to bind the parties thereto. Notwithstanding the foregoing, any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement, but may be effectuated by a written notification by the County to the Subrecipient.

SECTION VI


ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete agreement between the two parties. 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.

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

COUNTY OF LOS ANGELES

By 
SACHI A. HAMAI
Chief Executive Officer


4/12/2018
Date

By 
CELIA ZAVALA, Acting
Executive Officer, Board of Supervisors

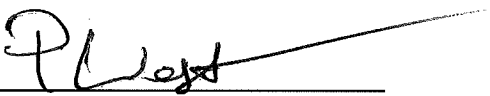
By 
JOHN NAIMO
Auditor-Controller

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

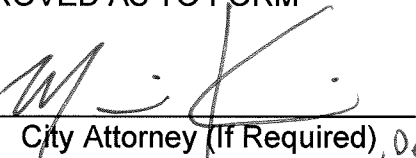
BY 
Senior Deputy County Counsel

DISASTER MANAGEMENT AREA F

BY 
City Representative/Title
Patrick H. West, City Manager

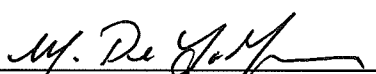
3/21/18
Date

APPROVED AS TO FORM

BY 
City Attorney (If Required), Deputy

3/15/18
Date

ATTEST

BY 
City Clerk (If Required)

2-28-18
Date

ATTACHMENT A

CITIES COMPRISING DISASTER MANAGEMENT AREA F

**Avalon
Long Beach
Signal Hill**

EXHIBITS

- Exhibit A Disclosure of Lobbying Activities
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Drug-Free Workplace Requirements
- Exhibit D FY17 EMPG Grant Assurances
- Exhibit E FY17 EMPG Notification of Application Approval
- Exhibit F FY17 EMPG Performance Report
- Exhibit G EMPG Reimbursement Form and Instructions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: City of Long Beach, 333 W. Ocean Blvd., Long Beach, CA 90802 <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of Los Angeles Congressional District, if known: _____
6. Federal Department/Agency: Department of Homeland Security	7. Federal Program Name/Description: Emergency Management Performance Grant CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Grant # 2017-0010	9. Award Amount, if known: \$78,533	
10. a. Name and Address of Lobbying Entity <small>(if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</small> N/A	b. Individuals Performing Services <small>(last name, first name, MI - include address if different from 10a)</small> N/A	
11. Amount of Payment (check all that apply) : _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: N/A	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="radio"/> Yes <input type="radio"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		Signature:  Name: Patrick H. West Title: City Manager Telephone: (562) 570-6916 <small>(area code)</small> Date: 3/21/18
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:



**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, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name City of Long Beach

Date 3/21/18

By Patrick West
Name and Title of Authorized Representative

PL West
Signature of Authorized Representative

APPROVED AS TO FORM
March 15, 2018
CHARLES PARKIN, City Attorney
By [Signature]
MONICA J. KILAITA
DEPUTY CITY ATTORNEY

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

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

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

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

Patrick West / City Manager

Typed Name and Title of Certification Official

PL West

Signature

3/21/18

Date



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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.
- (b) 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.
- (c) 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.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application 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 (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. 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 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will 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.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving Is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to

write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of 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.

23. Activities Conducted Abroad

All recipients must ensure 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.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. §§ 8301 – 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

26. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

27. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

28. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

29. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

30. Fly America Act of 1974

All recipients must comply with Preference for 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 B-138942.

31. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must 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, as amended, 15 U.S.C. § 2225a.

32. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

33. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

34. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

35. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

36. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

37. USA Patriot Act of 2001

All recipients must comply with 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.

38. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, 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.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of Long Beach
Signature of Authorized Agent: PL West
Printed Name of Authorized Agent: Patrick West
Title: City Manager Date: 3/21/18

APPROVED AS TO FORM
March 15, 2018
CHARLES PARKIN, City Attorney
By [Signature]
MONICA J. KILAITA
DEPUTY CITY ATTORNEY



October 25, 2017

Jeff L. Reeb
Senior Manager, Chief Executive Office
Los Angeles County
1275 North Eastern Avenue
Los Angeles, CA 90063

SUBJECT: NOTIFICATION OF APPLICATION APPROVAL
FY 17 Emergency Management Performance Grant
Subaward #2017-0007, Cal OES ID: 037-00000

Dear Mr. Reeb:

The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$2,206,465. A copy of your approved Subaward is enclosed for your records.

All payment requests must be submitted on the Financial Management Forms Workbook, In addition, expenditures can only be made for items listed on your approved Subaward.

Any activities requiring an Environmental and Historic Preservation (EHP) review and approval are prohibited from expending Subaward on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of Subaward funds.

This Subaward is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Quarterly reports must be prepared and submitted to Cal OES for the duration of the performance period or until all activities are completed and the Subaward is formally closed. Failure to submit quarterly reports could result in grant reduction, suspension or termination.

If you have any questions regarding this letter, please contact the Grants Processing Unit at (916) 845-8423.

Grants Processing Unit

Enclosure

c: EMPG Coordinator
Southern Region
Subrecipient file

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
Emergency Management Performance Grant (EMPG) / 97.042	US Department of Homeland Security	\$27,838,209	\$15,481,623
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
N/A
- Project Description (Please type the Project Description):

Implementation of emergency management grant to provide a system of preparedness for the protection of life and property from hazards.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No

(Cal OES Use Only)

Cal OES #	037-00000	FIPS #	037-00000	VS#	00	Subaward #	2017-0007
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ACCOUNTING SERVICES
2017 OCT 23 PM 4:41

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: County of Los Angeles 1a. DUNS#: 052238763
2. Implementing Agency: LA County Chief Executive Office 2a. DUNS#: 052238763
3. Implementing Agency Address: 1275 N. Eastern Avenue Los Angeles 90063-3217
Street City Zip+4
4. Location of Project: Los Angeles Los Angeles 90063-3217
City County Zip+4
5. Disaster/Program Title: Emergency Management Performance Grant 6. Performance Period: 07/01/17 to 06/30/18
7. Indirect Cost Rate: N/A; 10% de Minimis; Federally Approved ICR;

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. EMPG		\$2,206,465		\$2,206,465		\$2,206,465	\$4,412,930
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$2,206,465	\$2,206,465	\$2,206,465		\$2,206,465	\$4,412,930

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

[Signature] I believe there is information in the application that is exempt from the Public Records Act and have attached a document to support it.
(Initials)

15. Official Authorized to Sign for Subrecipient: Name: Jeff L. Reeb Title: Senior Manager, Chief Executive Office
- Telephone: (323) 980-2261 (area code) FAX: (323) 881-6897 (area code) Email: jreeb@ceooem.lacounty.gov
- Payment Mailing Address: 1275 N. Eastern Avenue City: Los Angeles Zip+ 4: 90063-3217
- Signature: *[Signature]* Date: 08/23/17

16. Federal Employer ID Number: 95-6000927

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

[Signature] 10/11/17
Cal OES Fiscal Officer Date

[Signature] 10-11-17
Cal OES Director (or designee) Date

17LA0026-0227

Yr. / Chapter: 2017-18/14 PCA No: 14857
Item: 0690-101-0890 Component: 40
FAIN#: EMP-2017-EP-00007 CFDA#: 97.042
Federal Award Date: 10/01/16 to 09/30/18
Fund: Federal Trust
Program: Emergency Management Performance Grant
Match Req.: 50% on TPC
Project No.: 17EMPG Amount: \$2,206,465

2017 OCT 16 PM 4:29

ACCOUNTING SERVICES

RECEIVED
AUG 30 2017
BY: 636486

PROJECT LEDGER

Attention to this document may result in delayed application approval, modification requests, or reimbursement requests. Subscribers may be asked to re-submit and/or resubmit any altered Financial Management Forms Workbook. Warning: Decimal usage is not allowed. Attempts to use decimals will prompt error message.

CFDA # EMPG 97.042

LEDGER TYPE: Initial Application
Today's Date: August 23, 2017

County of Los Angeles
037-00000
2017-0007

Project	Direct/Subaward	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Date & Initials (Prog. REP.):	Total Approved	Remaining Balance	Percentage Expended
A	Direct	LA County ORM Staff S&EB	EMPG	EMG	Organization	Staffing	2,206,465	-	-	2,206,465	-	-	2,206,465	
A	Subaward	Area A Staff S&EB	EMPG	EMG	Organization	Staffing	295,198	295,198		295,198		295,198	295,198	
A	Subaward	Area B Staff S&EB	EMPG	EMG	Organization	Staffing	32,406	32,406		32,406		32,406	32,406	
A	Subaward	Area B Staff S&EB	EMPG	EMG	Organization	Staffing	71,643	71,643		71,643		71,643	71,643	
A	Subaward	Area B Supplies and Operating Expenses	EMPG	EMG	Organization	Day to day activities / operations that support emergency management	23,610			23,610			23,610	
A	Subaward	Area C Staff S&EB	EMPG	EMG	Organization	Staffing	99,996			99,996			99,996	
A	Subaward	Area C Supplies and Operating Expenses	EMPG	EMG	Organization	Day to day activities / operations that support emergency management	5,769			5,769			5,769	
A	Subaward	Area D Staff S&EB	EMPG	EMG	Organization	Staffing	105,000			105,000			105,000	
A	Subaward	Area D Supplies and Operating Expenses	EMPG	EMG	Organization	Day to day activities / operations that support emergency management	45,000			45,000			45,000	
A	Subaward	Area E Staff S&EB	EMPG	EMG	Organization	Staffing	172,418			172,418			172,418	
A	Subaward	Area E Supplies and Operating Expenses	EMPG	EMG	Organization	Day to day activities / operations that support emergency management	44,771			44,771			44,771	
A	Subaward	Area G Staff S&EB	EMPG	EMG	Organization	Staffing	106,413			106,413			106,413	
A	Subaward	Area H Staff S&EB	EMPG	EMG	Organization	Staffing	640,580			640,580			640,580	
B	Direct	LA County Emergency Management Conferences and Workshops	EMPG	EMG	Planning	Conferences	40,000			40,000			40,000	
B	Direct	LA County Community Preparedness Materials	EMPG	EMG	Planning	Community Outreach	150,000			150,000			150,000	
B	Direct	LA County Whole Community Engagement/Planning	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols, Programs, and Systems	40,000			40,000			40,000	
B	Direct	Operational Area Response & Recovery System (OARRS) Enhancements	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols, Programs, and Systems	145,000			145,000			145,000	
B	Subaward	Area C New Emergency Managers Guide	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols, Programs, and Systems	9,000			9,000			9,000	
B	Subaward	Area D Community Preparedness Materials	EMPG	EMG	Planning	Community Outreach	16,128			16,128			16,128	
B	Subaward	Area F Community Outreach	EMPG	EMG	Planning	Community Outreach	15,000			15,000			15,000	
C	Direct	LA County Professional Development Program for Emergency Managers	EMPG	EMG	Training	Staff Expenses	50,000			50,000			50,000	
C	Subaward	Area D Training	EMPG	EMG	Training	Course Development, Delivery, and Evaluation	5,000			5,000			5,000	
C	Subaward	Area F Training	EMPG	EMG	Training	Course Development, Delivery, and Evaluation	25,000			25,000			25,000	
D	Direct	LA County Equipment	EMPG	EMG	Equipment	Interoperable Communications Equipment	20,000			20,000			20,000	
D	Direct	LA County Equipment	EMPG	EMG	Equipment	Physical Security Enhancement Equipment	5,000			5,000			5,000	
D	Direct	LA County Equipment	EMPG	EMG	Equipment	Power	5,000			5,000			5,000	
D	Subaward	Area F Equipment	EMPG	EMG	Equipment	Information Technology	11,933			11,933			11,933	

Project	Direct/Subaward	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Expended
D	Subaward	Area F Equipment	EMPG	EMG	Equipment	Interoperable Communications Equipment	1,600			1,600		1,600	
D	Subaward	Area F Equipment	EMPG	EMG	Equipment	Power	20,000			20,000		20,000	
D	Subaward	Area F Equipment	EMPG	EMG	Equipment	Other Authorized Equipment	2,700			2,700		2,700	
E	Subaward	Area F Maintenance & Sustainment - LA Countywide Integrated Radio System (CWIRS) Access and Maintenance Fee	EMPG	EMG	Maintenance & Sustainment	User fees	2,300			2,300		2,300	

FY17 Emergency Management Performance Grant (EMPG) Performance Report

Note: All performance reports for FY17 EMPG are **cumulative**. The performance report must be updated quarterly with cumulative information. As a result, all tallied data will be reported successively in an ongoing fashion. Therefore, all reported data provided in previously submitted EMPG performance reports must be included in all subsequent EMPG performance reports submitted throughout the FY17 EMPG Program award period.

Part I: General Information

Provide the following required general information.

Jurisdiction:	
Cal OES ID#	
Date of Report: <small>This date must be after the last day of the quarters for which you are reporting</small>	Click here to enter a date.
Reporting Period:	Choose an item.
Subaward Number:	

Part II: Grant Activities

Report on activities and/or projects supported with FY17 EMPG Program funds.

Activity	Tasks To Be Completed	Status	Activity Summary
The "Activity" identified must coincide with the Project Letter and Project Name identified in the subrecipient's Cal OES approved Financial Management Forms Workbook (FMFW).	List the specific task(s) to be completed that are associated with the corresponding FMFW Project Letter and Name.	Indicate if this project is: Not Started, On-Time, Complete, Delayed (explain), or Cancelled from the drop-down menu.	Describe what was done from start to finish on this activity for each quarter.
Project A:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter

			4th Quarter
Project B:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project C:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project D:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project E:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Project F:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project G:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project H:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project I:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Project J:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project K:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project L:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project M:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Project N:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project O:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project P:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project Q:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Project R:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project S:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Project T:		Choose an item.	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Part III: Personnel Funding Data

Report data pertaining to emergency management personnel and FY17 EMPG Program funds.

Metric	Total
Identify only the <u>total amount</u> of EMPG Program funds (Federal and match) allocated towards personnel within your Operational Area:	
Identify only the <u>total number</u> Operational Area emergency management personnel (people, not positions) supported (fully or partially) by the EMPG Program.	
Additional Information:	
Historically some Cal OES subrecipients have provided a breakdown of the total funds and total personnel, detailing the specific amounts of funding and specific personnel from each of their subrecipients. Doing so is optional and voluntary. If desired, that information can be provided in this section below.	

Part IV: Training Data

Report data on training sessions identified on the Financial Management Forms Workbook’s (FMFW) Training Tab, that are funded with FY17 EMPG Program funds, as applicable.

Name of Training	EMPG Required? (Yes/No)		Number of Personnel Trained	Total Number of EMPG Funded Personnel	Total Number of EMPG Funded Personnel That Completed the Course	Was the Training Identified in TEP?	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>				Yes <input type="checkbox"/>	No <input type="checkbox"/>

Part V: Exercise Data

Report data on exercises identified on the Financial Management Forms Workbook's (FMFW) Exercise Tab, that are conducted in whole or part with FY17 EMPG Program funds, as applicable.

	Exercise #1		Exercise #2		Exercise #3		Exercise #4		Exercise #5	
Name of Exercise										
Date of Exercise	Click here to enter a date.		Click here to enter a date.		Click here to enter a date.		Click here to enter a date.		Click here to enter a date.	
Type of Exercise	Choose an item.		Choose an item.		Choose an item.		Choose an item.		Choose an item.	
Total Number of EMPG Funded Personnel										
Total Number of EMPG Funded Personnel Participating in the Exercise										
Is the Exercise Identified in TEP?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Date AAR Completed	Click here to enter a date. N/A <input type="checkbox"/>		Click here to enter a date. N/A <input type="checkbox"/>		Click here to enter a date. N/A <input type="checkbox"/>		Click here to enter a date. N/A <input type="checkbox"/>		Click here to enter a date. N/A <input type="checkbox"/>	

Part VI: EMPG Program-Funded Personnel Training Record

Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab, and their completion of FY17 EMPG required training.

EMPG Personnel - Name	NIMS Training – Completion Dates (M/D/YY)				FEMA Professional Development Series – Completion Dates (M/D/YY)							
	IS 100	IS 200	IS 700	IS 800	IS 120	IS 230	IS 235	IS 240	IS 241	IS 242	IS 244	

Personnel Training Record Calculation					
Number of EMPG Funded Personnel =		× 11 Required Trainings =	Trainings Required	Trainings Completed	Percentage Completed

Personnel Exercise Data Calculation					
Number of EMPG Funded Personnel =		× 3 Required Exercises =	Exercises Required	Exercises Completed	Percentage Completed

Part VIII: Multi-Year Training and Exercise Plan (TEP)

Report on activities pertaining to the completion, submission, and updating of an FY17 EMPG Multi-Year Training and Exercise Plan.

Question	Response	
Was a Multi-Year TEP submitted electronically to the appropriate Cal OES Exercise Division Point of Contact and EMPG Program Specialist?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Was a hardcopy of the Multi-Year TEP submitted to Cal OES, on a one-time basis, with an FY17 EMPG performance report?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Was the Operational Area Multi-Year TEP updated annually, as required under FY17 EMPG?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Part IX: Other Significant EMPG-Funded Accomplishments

List any other significant accomplishments that occurred that you would like to discuss pertaining to the subrecipients' (as defined in 2 CFR §200.93) use of FY17 EMPG Program funds that were not captured or discussed in other areas of the performance report.

Accomplishments

Part X: Certification of Reported Activities

I am the duly appointed Authorized Agent and certify that the above activities are true and correct.

Signature of Authorized Agent

Printed Name

Title

Date

Cal OES use only	
Reviewed by: _____	Date _____
Comments:	

FY17 EMPG Performance Report Submission and Mailing Instructions

Electronic Submission Instructions: Prior to obtaining an Authorized Agent signature and mailing in the hardcopy of the performance report please submit an electronic copy via e-mail to your EMPG Program Specialist for review. After EMPG Program Specialist review, if the performance report document is approved for hardcopy submission to Cal OES, the EMPG Program Specialist will then direct the subrecipient to submit the Authorized Agent signed hardcopy of the report. Follow the below mailing instructions when mailing the hardcopy.

Mailing Instructions: Mail the hardcopy performance report with “original” Authorized Agent signature to your Cal OES Grants Management Section, EMPG Program Specialist, as instructed below:

Cal OES
Attn: EMPG Program Specialist’s Name (First and Last)
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655



LOS ANGELES COUNTY
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
Emergency Management Performance Grant
REIMBURSEMENT FORM

SECTION A: SUBMITTING YOUR CLAIMS					
Please upload legible supporting documents, files and completed reimbursement forms (see instructions in workbook for details) at: <p style="text-align: center;">https://auditor.mft.lacounty.gov</p> If you prefer to mail your documents please send the scanned documents to the following address (uploading is recommended): <p style="text-align: center;">Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 3470 Wilshire Blvd., Suite 812 Los Angeles, CA 90010</p>	1. Enter Grant Year: <div style="border: 1px solid black; width: 60px; height: 25px; margin: 5px auto; text-align: center; font-size: 1.2em;">20__</div> <p style="text-align: center; font-size: 0.8em;">Period of claim</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td style="width: 50%; text-align: center;">FROM</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">TO:</td> <td></td> </tr> </table>	FROM		TO:	
FROM					
TO:					

SECTION B: SUB-RECIPIENT'S INFORMATION		
1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)	3. Taxpayer ID	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary)		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL CLAIM INFORMATION					
Project Alpha	Item #	Reimbursable Expenditure Categories	Reimbursable Amount	Match Expenditure Categories	Match Amount
		Salary and Benefits (Organization)		Match Salaries	
		Operating Expenses (Organization)		Match Operating Expenses	
		Equipment		Match Equipment	
		Training		Match Training	
		Planning		Match Planning	
		Exercise		Match Exercise	
		Other		Match Other	
		Total Reimbursable Expenditures (Federal Funds Expended)	\$0.00	Total Match Expenditures (Local Sub-recipient Match Expended)	\$0.00
TOTAL SUB-RECIPIENT EXPENDITURES				\$0.00	

SECTION D: SUB-RECIPIENT'S CERTIFICATION	SECTION E: FOR SSD USE ONLY
I certify that (please use the checkbox): <input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances. <input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) including the EMPG electronic spreadsheet are included with this claim.	STAMP WITH RECEIVED DATE HERE: ASSIGNED CLAIM TRACKING NO.: <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div>
3. _____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: 0.8em;"> AUTHORIZED SIGNATURE DATE </div>	
4. _____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: 0.8em;"> AUTHORIZED PRINTED NAME AUTHORIZED TITLE </div>	
5. AUTHORIZED CONTACT INFORMATION (If different from Section B): PHONE #: _____ E-MAIL: _____	
NOTE: This Form is intended for Internal SSD review purpose only.	

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE EMERGENCY MANAGEMENT PERFORMANCE GRANT
REIMBURSEMENT FORM**

Purpose of these Instructions:

To assist sub-recipients in completing the Emergency Management Performance Grant Reimbursement form. For questions or suggestions please use our e-mail below to contact Shared Services. Please do not send these instructions to us; they are to be used for your guidance only.

SECTION A: General Instructions for Submission of Claims

Please help us expedite the process of your Emergency Management Performance Grant claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using the file transfer application at
URL: <https://auditor.mft.lacounty.gov>.
- In numeral I of this section, please enter the year of the grant program and the period of claim that you are submitting for reimbursement.

Please note the following:

Each DMAC area has a user name and a password assigned. If you lost your password or have questions or problems with this application, please contact:

Auditor-Controller's Technical Services Section: mft.admin@auditor.lacounty.gov

If the Technical Services Section is not available, please contact Patricia Flores at (213) 251-5048, or pflores@auditor.lacounty.gov.

- Sending your claims only once (we do not require original documents and duplicates). Sending duplicates will slow down our process.
- Ensuring that all documents attached to your claims are legible and belong to the performance period of the Grant.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.
- Provide a copy of the documents submitted to the grants program manager (Helen Jo at hjo@ceo.lacounty.gov) on all claims submitted

SECTION B: Sub Recipient's Information

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for LA County departments.
3. Please enter the taxpayer ID# of the governmental entity requesting reimbursement.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: Detail Claim Information

- Please indicate the project and item as indicated in the budget workbook that is related to your respective claim.
- For **Organization Expenditures**: according to the type of organization expenses please follow the instructions below for salaries and employee benefits or operating expenses.
- For **Salaries and Employee Benefits (S&EB)**: Provide actual charges, timecards, proof of payment (payroll register/pay stubs), actual benefits or development of benefit rates with claim. For reimbursable expenditures: name of employee needs to be in the budget of the EMPG grant and expenditure needs to indicate the name of the employee and the time period.
- For **Operating Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
 1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the description in the grant workbook. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 2. Copy of the purchase order
 3. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
 4. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 5. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 6. Federal Debarment Listing (if applicable): Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
 7. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process
 - Non-Competitive (Sole Source) State Approval: for non-bid purchases of \$150,000 or more to a single vendor, please attach the Non-Competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
- For **Equipment Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
 1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 2. Copy of the purchase order
 3. Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf

4. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
5. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
6. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
7. Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
8. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process.
9. Non-competitive (Sole Source) State Approval: for non-bid purchases of \$150,000 or more to a single vendor, please attach the Non-competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
10. Additional Equipment Information: Shared Services needs this information in order to complete the workbook for the State. This is needed for all those items of your reimbursable budget that are included in the equipment category:
 - Serial # for your equipment or ID tag. If no ID tag is necessary, please write "Consumable". An item is "Consumable" only if its useful life is less than one year.
 - Please ensure that equipment is in your budget prior to the order or/and or purchase and indicate project letter and Item # (if applicable). We will need the equipment description if it is not clear in the invoice and the description and invoice have to match the budget description for the State's workbook.
 - AEL #, AEL title
 - Invoice #
 - Vendor Name
 - Vendor Debarment printout (prior to order, purchase and/or selection of the vendor)
 - Acquired date,
 - Condition and disposition
 - Deployed location (please provide the complete address)
 - Grant year
 - Indicate procurement method: bids or sole source purchase.
 - SAFECOM compliance.
11. Equipment Inventory Listing (Print out and Excel File). Please include both the printout of the listing and the corresponding excel file with your claim.
 - For **Training** related expenditures please provide:
 - a. Documentation of actual expenditures: Copy of the approved State-Sponsored Training Reporting Form (with the tracking request # and e-mail from CalOES): Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant
 - b. If you are including personnel costs with your training claim, please add the following:
 - i. Documents that certify completion of the training: please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are attendance sheets, sign- in sheets, agendas of the class, training certificates.
 - ii. Summary Listing of Charges: Please add a listing which clearly shows the breakdown of the training charges per employee and that match the total claimed. The listing

should include the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed) . Please provide the total # of attendees for classroom/field based training activities.

- iii. Backup for the Benefits Rate: If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
 - iv. Timecards: Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
 - v. Explanation of timekeeping codes: When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
 - vi. Payroll register: The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
 - vii. Roster of the backfilled positions: When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.
- For **Planning** related expenditures please provide:
 - a. Documentation of actual expenditures
 - b. Copies of actual planning documents developed with funds utilized
 - i. Deliverable (or final product): Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
 - ii. Signed Certificate of Completion: The certificate of completion can be an e-mail confirming that the planning activity was completed.
 - iii. Invoices: If you're planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (Operating Expenses).
 - iv. Supporting Documentation for Personnel Cost: When your planning claim includes personnel cost please see under Training Claim (supporting documents needed) and add to the documentation.
 - For **Exercise** related expenditures please provide:
 - a. Documentation of actual expenditures
 - b. Copy of Multi- Year TEP which clearly shows the exercise listed
 - i. Proof of State Approval of After Action Report (AAR): In order for your AAR to be approved you have to submit it to the State using ODP Portal (see link below), within 90 days after the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

<https://hseep.@fema.dhs.gov>
 - For **Other** related expenditures please provide:
 - c. Documentation of actual expenditure and all other supporting documentation

SECTION D: Sub-Recipient's Certification

- 1.& 2. Please read and check the box provided if you are an authorized signatory.
- 3.& 4. & 5. Please sign the claim if you are an authorized signatory of your agency. When the authorized person is the same as the contact person in Section B, you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL INSTRUCTION: Please complete the EMPG electronic spreadsheet for each of your project/solution area expenditures you are claiming reimbursement.