

29920

AGREEMENT

Contractor: City of Long Beach

Said Agreement is Number C-110900 of City Contracts

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- Exhibit C Certification Regarding Lobbying
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- Exhibit F Authorized Training and Exercises
- Exhibit G Reimbursement Request Form
- Exhibit H Equal Employment Opportunity Plan
- Exhibit I Grant Assurances

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF LONG BEACH

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter called the "City,"), and City of Long Beach, a municipal corporation (hereinafter called "City of Long Beach" or "Contractor").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office for Domestic Preparedness (ODP), has provided financial assistance directly to selected jurisdictions through the Fiscal Year (FY) 2004 Urban Areas Security Initiative ("UASI 04"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Los Angeles Urban Area ("LAUA") consists of the City of Los Angeles, the unincorporated area of the County of Los Angeles, and 16 cities with contiguous borders; and

WHEREAS, the ODP awarded a UASI 04 Grant of \$28,101,720 ("Grant Funds") to the City of Los Angeles, as a Core City, for use in the LAUA; and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for Criminal Justice Planning and terrorism preparedness; and

WHEREAS, the Mayor's Office now wishes to distribute UASI 04 Grant Funds throughout the LAUA and to the region, as further detailed in this agreement ("Agreement") to City of Long Beach and others;

WHEREAS, the City and City of Long Beach are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 03-2569-S7 dated November 1, 2006) which authorizes the City to prepare and execute the Agreement.

NOW, THEREFORE, the City of Los Angeles and City of Long Beach agree as follows:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, CA 90012; and
- B. City of Long Beach, a municipal corporation, having its principal office at 333 W. Ocean Blvd, Long Beach, CA 90802.

§102. Representatives of the Parties and Service of Notices

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

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

Arif Alikhan, Deputy Mayor
Office of the Mayor, Office of Homeland Security and Public Safety Office
City of Los Angeles
200 N. Spring Street, Third Floor
Los Angeles, CA 90012

- 2. The representative of City of Long Beach shall be:

Gerald R. Miller
City Manager
City of Long Beach
333 W. Ocean Blvd, 13th floor
Long Beach, CA 90802

Also send to:

David Ellis
Fire Chief
925 Harbor Plaza, Suite 100
Long Beach, CA 90802

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

City of Long Beach shall provide copies of the following documents to the City of Los Angeles, unless otherwise exempted.

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof. (Not applicable to this Agreement).
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415L of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section §415C of this Agreement and attached hereto as Exhibit C and made a part hereof. City of Long Beach 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 City of Long Beach.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence July 1, 2005 and end November 30, 2006, or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. City of Long Beach shall utilize the Grant Amount provided in Section 301 only for the specified purposes authorized by the UASI 04 Grant, and for those items set forth in Exhibit D.
- B. City of Long Beach shall provide any reports requested by the City regarding performance of the Agreement. Reports shall be in the form requested by the City, and shall be provided in a timely manner.
- C. Any equipment acquired pursuant to this Agreement shall be authorized in Appendix A to the UASI 04 Grant Application, incorporated by reference, and attached hereto as Exhibit E. City of Long Beach must follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the UASI 04 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and DOJ Financial Guide, Part III, Chapter 10.
- D. Any exercise paid pursuant to this Agreement shall have been pre-authorized as provided by Appendix B to the UASI 04 Grant Application, incorporated herein by reference, and attached hereto as Exhibit F.
- E. 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, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 - 2. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, 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.

- F. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and DOJ Financial Guide, Part III, Chapter 6. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.
1. Equipment shall be used by City of Long Beach 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. City of Long Beach shall make Equipment available for use on other 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. A record shall be maintained for each item of Equipment acquired for the program. This record must be updated yearly and forwarded to the City. The record 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 source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 28 C.F.R. Part 66.42, and DOJ Financial Guide, Part III, Chapters 6 and 12.
 4. All equipment obtained under this Agreement shall have an 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 and the results reconciled with the Equipment records at least once every two years.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall pay to City of Long Beach the grant amount of One Hundred Thousand Dollars (\$100,000) to be used for purchase of equipment and training as described in Section 202 above. The Grant Amount represents the amount allocated to City of Long Beach in the FY '04 UASI grant program.
- B. City of Long Beach shall provide to the City invoices requesting payment. Each invoice shall be accompanied by a Reimbursement Request Form, attached hereto as Exhibit G, detailing the expenditures made by City of Long Beach as authorized by Section 202 above.
- C. Payment of final invoice shall be withheld by the City of Los Angeles until the City has determined that City of Long Beach has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. This section intentionally blank.
- F. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program. The Agreement may be terminated immediately upon written notice to City of Long Beach of a loss or reduction of federal grant funds.

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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. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent

that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

City of Long Beach and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for City of Long Beach's performance hereunder and shall pay any fees required therefore. City of Long Beach further certifies to immediately notify the City of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

City of Long Beach 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 City. In performing this Agreement, City of Long Beach 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. City of Long Beach shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

City of Long Beach shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$500 but not more than

\$5,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$5,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. City of Long Beach shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

If required, City of Long Beach shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with the OCR letter dated July 29, 2002, attached to the UASI 04 Grant application as Appendix D, incorporated herein, and attached hereto as Exhibit H.

Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§410. Bonds

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

§411. Indemnification

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

certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§412. Conflict of Interest

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

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by 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. (This section intentionally left blank.)

D. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any

actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

- E. The Contractor 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 Contractor.
- F. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- H. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- I. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- J. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§413. Insurance (Intentionally Left Blank)

§414. Restriction on Disclosures

Any reports, analysis, 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 Sec. 6250 et seq.).

§415. Statutes and Regulations Applicable To All Grant Contracts

- A. City of Long Beach shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. City of Long Beach shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. City of Long Beach shall comply with new, amended, or revised

laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

City of Long Beach shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, City of Long Beach shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

City of Long Beach hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing regulations. City of Long Beach 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. City of Long Beach 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 the City of Long Beach, relating to this Contract, 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.

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

City of Long Beach 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 City of Long Beach. City of Long Beach 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 the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, City of Long Beach shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all City of Long Beach's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

City of Long Beach agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of 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 City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

7. Subcontracts and Procurement

City of Long Beach shall comply with the federal and City of Long Beach 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.

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

8. Labor

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

City of Long Beach shall comply, as applicable, 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), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

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

None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

Hatch Act (5 USC §§1501-1508 and 7324-7328).

9. Civil Rights

City of Long Beach shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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 handicaps; (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. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; 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

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

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

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

City of Long Beach shall 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.

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

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

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

City of Long Beach shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

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

12. Suspension and Debarment

City of Long Beach shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and City of Long Beach shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither City of Long Beach 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. City of Long Beach shall require that the language of this Certification be included in

the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

City of Long Beach shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

City of Long Beach 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. City of Long Beach 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 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, *Financial Guide*; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, *Urban Areas Security Initiative Grant Program II*; 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 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to federal Assistance Programs.

2. Travel Expenses

City of Long Beach as provided herein shall be compensated for City of Long Beach's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. City of Long Beach'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 Mayor's Office.

City of Long Beach's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the City of Long Beach's policies and procedures. For programmatic-related travel costs, City of Long Beach's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

3. Noncompliance

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

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of City of Long Beach as an independent party and not as a City employee.

§417. 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 Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591,

4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor 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

City 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 the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City 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 Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

The Grantor and the City 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 48 CFR 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 Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

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

§418. Earned Income Tax Credit

Under the terms of this Agreement, City of Long Beach is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§419. Equal Benefits Ordinance

Under the terms of this Agreement, City of Long Beach is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§420. Contractor Responsibility Ordinance

Under the terms of this Agreement, City of Long Beach is exempt from compliance with the provisions of the Contractor Responsibility Ordinance (CRO), Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

§421. Slavery Disclosure Ordinance

Under the terms of this Agreement, City of Long Beach is exempt from compliance with the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

§422. Child Support Assignment Orders

Under the terms of this Agreement, City of Long Beach is exempt from compliance with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. City of Long Beach shall comply with California Family Code Section 5230 et seq. as applicable.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. (This section intentionally left blank.)

§503. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the City to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit I. By signing these Grant Assurances, the City became liable to the Grantor for any funds that are used in violation of the grant requirements. City of Long Beach shall be liable to the Grantor for any funds the Grantor determines that City of Long Beach used in violation of these Grant Assurances. City of Long Beach shall indemnify and hold harmless the City for any sums the Grantor determines City of Long Beach used in violation of the Grant Assurances.

§504. (This section intentionally left blank.)

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by City of Long Beach, and any increase or decrease in the amount of compensation which are agreed to by the City and City of Long Beach shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

City of Long Beach agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

VI
ENTIRE AGREEMENT

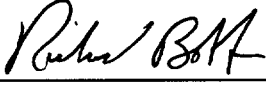
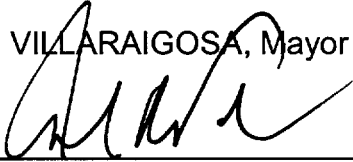
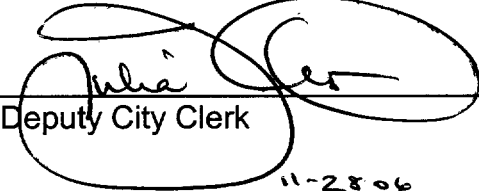
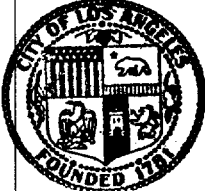
§601. Complete Agreement

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.

§602. Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes twenty-seven (27) pages and nine (9) Exhibits which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: ROCKARD J. DELGADILLO, City Attorney</p> <p>By <u></u> Deputy City Attorney</p> <p>Date <u>11-27-06</u></p>	<p>For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor</p> <p>By <u></u></p> <p>Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date <u>NOV 28 2006</u></p>
<p>ATTEST:</p> <p>FRANK T. MARTINEZ, City Clerk</p> <p>By <u></u> Deputy City Clerk</p> <p>Date <u>11-28-06</u></p>	
<p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>Date _____</p>	<p>For: City of Long Beach, a municipal corporation</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: _____ Date of Approval _____
Said Agreement is Number C-110900 of City Contracts

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

<p>APPROVED AS TO FORM AND LEGALITY: ROCKARD J. DELGADILLO, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor</p> <p>By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date _____</p>
<p>ATTEST:</p> <p>FRANK T. MARTINEZ, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>Date _____</p>
<p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>Date _____</p>	<p>For: City of Long Beach, a municipal corporation</p> <p>By <u><i>[Signature]</i></u></p> <p>Date <u>11.27.06</u></p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	<p>APPROVED AS TO FORM <u>11-27</u>, 20<u>06</u> ROBERT E. SHANNON, City Attorney By <u><i>Charles Parkin</i></u> PRINCIPAL DEPUTY CITY ATTORNEY</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: _____ Date of Approval _____
 Said Agreement is Number _____ of City Contracts

EXHIBIT A
INSURANCE
(Not applicable to this Agreement.)

**EXHIBIT B
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, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CONTRACTORS AUTHORIZED EXPEDITURES

Item #	Jurisdiction	Item Name	Description	Summary	Total Cost	Area	Subcomm	ISIP
81c	Long beach	Training/Exercise Center (backfill)	Training: Training Cadre, FHMTTC Simulator, Satellite Simulator, Remodel Classroom & Development of a long-term plan. This Urban Area cadre will consist of one LAFD Fire Captain, one LACOFD Fire Captain and one Urban Area Fire Captain.	A regional training and exercise center with a Cadre to develop and provide evolving WMD lesson plans and situational first responder situational exercises.	\$100,000		Fire	Exercise Project J

**EXHIBIT E
AUTHORIZED EQUIPMENT
APPENDIX A TO THE UASI 2004 GRANT APPLICATION**

Appendix A - Authorized Equipment List

1. Personal Protective Equipment - Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into categories based on the degree of protection afforded.

Sub Category	Description
Level A	Fully Encapsulated Liquid and Vapor Ensemble, reusable or disposal (tested and certified against CB threats)
Level A	Fully Encapsulated Training Suits
Level A	Closed-Circuit Rebreather (minimum 2-hour supply preferred)
Level A	Open-circuit SCBA or (when appropriate)
Level A	Spare Cylinders/Bottles for rebreathers
Level A	SCBA and Service Repair Kits
Level A	Chemical Resistant Gloves, including thermal as appropriate to hazard
Level A	Equipment needed for maintaining body core temperature within acceptable limits: Vest
Level A	Equipment needed for maintaining body core temperature within acceptable limits: Full Suit
Level A	Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
Level A	Hardhat
Level A	Chemical/Biological Protective Undergarment (fire resistant optional)
Level A	Inner gloves
Level A	Approved Chemical Resistant Tape
Level A	Chemical Resistant Outer Booties
Level A	Air-Line System with 15-minute escape SCBA
Level B	Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
Level B	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Level B	Closed-Circuit Rebreather (minimum 2-hour supply preferred)
Level B	Spare Cylinders/Bottles for rebreathers
Level B	Repair Kit
Level B	Equipment needed for maintaining body core temperature within acceptable limits: Vest
Level B	Equipment needed for maintaining body core temperature within acceptable limits: Full Suit
Level B	Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
Level B	Liquid Splash Resistant Hood
Level B	Open-circuit SCBA
Level B	Air-Line System with 15-minute escape SCBA
Level B	Hardhat
Level B	Chemical/Biological Protective Undergarment (fire resistant optional)
Level B	Inner gloves
Level B	Approved Chemical Resistant Tape
Level B	Chemical Resistant Outer Booties

Continued on next page

Appendix A - Authorized Equipment List, Continued

1. Personal Protective Equipment, continued

Sub Category	Description
Level C	Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
Level C	Chemical Resistant Gloves, including thermal as appropriate to hazard
Level C	Tight-fitting, full facepiece, negative pressure air purifying respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
Level C	Personal Cooling System, vest or full suit with support equipment: Vest
Level C	Personal Cooling System, vest or full suit with support equipment: Suit
Level C	Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
Level C	Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
Level C	Tight-fitting, full facepiece, powered air purifying respirator (PAPR) or PAPR with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
Level C	Batteries – rechargeable (e.g. NiCAD) or non-rechargeable with extended shelf life (e.g. Lithium)
Level C	Hardhat
Level C	Chemical/Biological Protective Undergarment (fire resistant optional)
Level C	Inner gloves
Level C	Chemical Resistant Tape
Level C	Chemical Resistant Outer Booties
Level C	Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
Level C	SCBA Service and repair kits
Level C	Spare cylinder/bottles for rebreathers or SCBA
Level D	Escape mask for self-rescue

During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/biological/radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry. All SCBAs **must** meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency preparedness and response personnel when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCT-CBRN-STP-0002, dated December 14, 2001. Grant recipients **must** purchase: 1) protective ensembles for chemical and biological terrorism incidents that are certified as compliant with Class 1, Class 2, or Class 3 requirements of

Continued on next page

Appendix A - Authorized Equipment List, Continued

National Fire Protection Association (NFPA) 1994, Protective Ensembles for Chemical/Biological Terrorism Incidents; 2) protective ensembles for hazardous materials emergencies that are certified as compliant with NFPA 1991, Standard on Vapor Protective Ensembles for Hazardous Materials Emergencies, including the chemical and biological terrorism protection; 3) protective ensembles for search and rescue or search and recovery operations where there is no exposure to chemical or biological warfare or terrorism agents and where exposure to flame and heat is unlikely or nonexistent that are certified as compliant with NFPA 1951, Standard on Protective Ensemble for USAR Operations; and, 4) protective clothing from blood and body fluid pathogens for persons providing treatment to victims after decontamination that are certified as compliant with NFPA 1999, Standard on Protective Clothing for Emergency Medical Operations. For more information regarding these standards, please refer to the following web sites: The National Fire Protection Association - <http://www.nfpa.org> National Institute for Occupational Safety and Health - <http://www.cdc.gov/niosh> .

2. Explosive Device Mitigation and Remediation – Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment

Sub Category	Description
Mitigation and Remediation	Bomb Search Protective Ensemble for Chemical/Biological Response
Mitigation and Remediation	Chemical/Biological Undergarment For Bomb Search Protective Ensemble
Mitigation and Remediation	Cooling Garments to manage heat stress
Mitigation and Remediation	Ballistic Threat Body Armor (not for riot suppression)
Mitigation and Remediation	Ballistic Threat Helmet (not for riot suppression)
Mitigation and Remediation	Blast and Ballistic Threat Eye Protection (not for riot suppression)
Mitigation and Remediation	Blast and Overpressure Threat Ear Protection (not for riot suppression)
Mitigation and Remediation	Fire Resistant Gloves
Mitigation and Remediation	Dearmer/Disrupter
Mitigation and Remediation	Real Time X-Ray Unit
Mitigation and Remediation	Portable X-Ray Unit

Continued on next page

Appendix A - Authorized Equipment List, Continued

2. Explosive Device Mitigation and Remediation, continued

Sub Category	Description
Mitigation and Remediation	WMD Compatible Total Containment Vessel (TCV)
Mitigation and Remediation	WMD Upgrades for existing TCV
Mitigation and Remediation	Robot
Mitigation and Remediation	Robot Upgrades
Mitigation and Remediation	Fiber Optic Kit (inspection or viewing)
Mitigation and Remediation	Tents, standard or air inflatable for chem/bio protection
Mitigation and Remediation	Inspection mirrors
Mitigation and Remediation	Ion Track Explosive Detector
Mitigation and Remediation	Blanket, Bomb Suppression Blanket, explosive devices blanket

3. CBRNE Search and Rescue Equipment - Equipment providing a technical search and rescue capability for a CBRNE environment.

Sub Category	Description
CBRNE Technical Equipment	Listening Devices
CBRNE Technical Equipment	Search cameras (including thermal imaging)
CBRNE Technical Equipment	Breaking devices (including spreaders, saws and hammers)
CBRNE Technical Equipment	Lifting devices (including air bag systems and hydraulic rams and jacks)
CBRNE Technical Equipment	Hydraulic tools; hydraulic power unit
CBRNE Technical Equipment	Blocking and bracing materials
CBRNE Technical Equipment	Evacuation chairs (for evacuation of disabled personnel)

Continued on next page

Appendix A - Authorized Equipment List, Continued

3. CBRNE Search and Rescue Equipment, continued

Sub Category	Description
CBRNE Technical Equipment	Ventilation fans
CBRNE Technical Equipment	Confined Space Kits (such as MSA Watchman)
CBRNE Technical Equipment	Rescue ropes and ladders (including rescue pulley systems)
CBRNE Technical Equipment	SCUBA equipment including: exposure and pressurized suits, face masks, regulators, air tanks, and pony bottles.
CBRNE Technical Equipment	Underwater equipment including: lights, metal detectors, communication and video units, lift bags, water rescue helmets, ice hooks, buoyancy compensator, and underwater scooter/DPV

4. Interoperable Communications Equipment - Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing ODP program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, core cities and transit agencies should develop a comprehensive interoperable communications plan before procurement decisions are made. Guidance for development of interoperable communications plans is provided in Appendix C.

Sub Category	Description
Interoperable Communications Equipment	Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
Interoperable Communications Equipment	Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
Interoperable Communications Equipment	Commercially available crisis management software
Interoperable Communications Equipment	Antenna and tower systems

Continued on next page

Appendix A - Authorized Equipment List, Continued

4. Interoperable Communications Equipment, continued

Sub Category	Description
Interoperable Communications Equipment	Computer aided dispatch system
Interoperable Communications Equipment	Mobile Display Terminals
Interoperable Communications Equipment	Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems.
Interoperable Communications Equipment	Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional)
Interoperable Communications Equipment	Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purpose)
Interoperable Communications Equipment	Personnel Accountability Systems
Interoperable Communications Equipment	Aviation and maritime security voice and data transmission equipment
Interoperable Communications Equipment	Leasing and rental of tower space

In an effort to improve emergency preparedness and response interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIAA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHz frequency band. The Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has also chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.

Continued on next page

Appendix A - Authorized Equipment List, Continued

5. Detection Equipment - Equipment to sample, detect, identify, quantify and monitor for chemical, biological, radiological/nuclear and explosive agents throughout designated areas or at specific points, including equipment necessary to enhance laboratory detection capabilities

Sub Category	Description
Biological	Point Detection Systems/Kits (Immunoassay or other technology)
Chemical	M-8 Detection Paper for Chemical agent identification
Chemical	M-9 Detection Paper (roll) for chemical agent (military grade) detection
Chemical	M256 Detection Kit for Chemical Agent (weapons grade-blister: CX/HD/L blood: AC/CK; and nerve: GB/VX) detection
Chemical	M-256 Training Kit
Chemical	Hazard Categorizing (HAZCAT) Kits
Chemical	Stand-off Chemical Detector
Chemical	Colorimetric Tube/Chip Kit specific for TICs and WMD applications
Chemical	Multi-gas Meter with minimum of O2 and LEL
Chemical	Photo-Ionization Detector (PID)
Chemical	Flame Ionization Detector (FID)
Chemical	Gas Chromatograph/Mass Spectrometer (GC/MS) O2/Nitrogen or Nitrogen Only
Chemical	M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
Chemical	Surface Acoustic Wave Detector
Chemical	Ion Mobility Spectrometry
Chemical	M-272 Chemical Agent Water Test Kit
Chemical	Leak Detectors (soap solution, ammonium hydroxide, etc)
Chemical	pH Paper/pH Meter
Chemical	Waste Water Classifier Kit
Chemical	Oxidizing Paper
Chemical	Protective cases for sensitive detection equipment storage & transport
Explosive	Canines (initial acquisition, initial operational capability only)
Radiological	Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma and high intensity gamma)
Radiological	Personal Dosimeter
Radiological	Scintillation Fluid (radiological) pre-packaged
Radiological	Radiation monitors

Continued on next page

Appendix A - Authorized Equipment List, Continued

6. Decontamination Equipment - Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination.

Sub Category	Description
Biological	HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination
Chemical	Runoff Containment Bladder(s)
Chemical	Decon litters/roller systems
Chemical	Extraction Litters, rollable
Chemical	Non-transparent Cadaver Bags (CDC standard)
Chemical	Overpak Drums
Chemical	Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
Chemical	Spill Containment Devices
Chemical	Hand Carts
Chemical	Waste water classification kits/strips

7. Physical Security Enhancement Equipment - Equipment to enhance the physical security of critical infrastructure.

Sub Category	Description
Explosion Protection	Blast/Shock/Impact Resistant Systems
Explosion Protection	Protective Clothing
Explosion Protection	Column and Surface Wraps; Breakage Shatter Resistant Glass; Window Wraps
Explosion Protection	Robotic Disarm/Disable Systems
Ground	Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
Ground	Barriers; Fences; Jersey Walls
Ground	Impact Resistant Doors and Gates
Ground	Portal Systems
Ground	Alarm Systems
Ground	Video Assessment/Cameras: Standard Low Light, IR, Automated Detection
Ground	Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Ciphers/Codes
Ground	X-Ray Units
Ground	Magnetometers
Ground	Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar
Inspection/Detection Systems	Vehicle & Cargo Inspection System-Gamma Ray
Inspection/Detection Systems	Mobile Search & Inspection System-X-ray
Inspection/Detection Systems	Non-Invasive Radiological/Chem/Bio Explosives System-Pulsed Neutron Activation

Continued on next page

Appendix A - Authorized Equipment List, Continued

7. Physical Security Enhancement Equipment, continued

Sub Category	Description
Sensors - Agent/Explosives Detection	Chemical: Active/Passive; Mobile/Fixed; Handheld
Sensors - Agent/Explosives Detection	Biological: Active/Passive; Mobile/Fixed; Handheld
Sensors - Agent/Explosives Detection	Radiological
Sensors - Agent/Explosives Detection	Nuclear
Sensors - Agent/Explosives Detection	Ground/Wall Penetrating Radar
Support Equipment	Back-up operating computer hardware and programming software
Support Equipment	Fuel storage containers
Support Equipment	Large fixed generators
Support Equipment	Self-monitoring sensors and alarms
Waterfront	Radar Systems
Waterfront	Video Assessment System/Cameras: Standard, Low Light, IR, Automated Detection
Waterfront	Diver/Swimmer Detection Systems; Sonar
Waterfront	Impact Resistant Doors and Gates
Waterfront	Portal Systems
Waterfront	Hull Scanning Equipment
Waterfront	Vessel Barriers

Continued on next page

Appendix A - Authorized Equipment List, Continued

8. Terrorism Incident Prevention Equipment (Terrorism Early Warning, Prevention and Deterrence Equipment and Technologies) - State and local emergency preparedness, prevention and response agencies will increasingly rely on the integration of emerging technologies and equipment to improve jurisdictional capabilities to deter and prevent terrorist incidents. This includes, but is not limited to, equipment and associated components that enhance a jurisdiction's ability to disseminate advanced warning information to prevent a terrorist incident or disrupt a terrorist's ability to carry out the event, including information sharing, threat recognition and public/private sector collaboration.

Sub Category	Description
Equipment and Technologies	Data collection/information gathering software
Equipment and Technologies	Data synthesis software (Hazard prediction, assessment, and threat modeling software)
Equipment and Technologies	Geographic Information System information technology and software
Equipment and Technologies	Law enforcement surveillance equipment
Equipment and Technologies	Alert Notification Systems
Equipment and Technologies	Facial recognition hardware and software
Equipment and Technologies	Fees for use of databases containing terrorist threat information
Equipment and Technologies	GIS plotter software and printers
Equipment and Technologies	Hardware, software and internet-based systems that allow for information exchange and dissemination
Equipment and Technologies	Joint Regional Information Exchange System (JRIES)

Continued on next page

Appendix A - Authorized Equipment List, Continued

9. CBRNE Logistical Support Equipment - Logistical support gear used to store and transport the equipment to the CBRNE incident site and handle it once onsite. This category also includes small support equipment including intrinsically safe (non-sparking) hand tools required to support a variety of tasks and to maintain equipment purchased under the grant, as well as general support equipment intended to support the CBRNE incident response. The State should also consider procurement of software to assist in tracking and maintaining statewide equipment assets.

Sub Category	Description
CBRNE	Equipment Trailers
CBRNE	Staging tents and portable shelter units
CBRNE	Weather-tight containers for equipment storage
CBRNE	Software for equipment tracking and inventory
CBRNE	Handheld computers for Emergency Response applications
CBRNE	Small Hand tools
CBRNE	Binoculars, head lamps, range finders and spotting scopes (not for weapons use)
CBRNE	Light and heavy duty generators to operate search and rescue equipment, light sets, water pumps for decontamination sets
CBRNE	Light sets for nighttime operations/security
CBRNE	Electrical Current detectors
CBRNE	Equipment harnesses, belts, and vests
CBRNE	Isolation containers for suspected chemical/biological samples
CBRNE	Bull horns
CBRNE	Water pumps for decontamination systems
CBRNE	Bar code scanner/reader for equipment inventory control
CBRNE	Badging system equipment and supplies
CBRNE	SCBA fit test equipment and software to conduct flow testing
CBRNE	Testing Equipment for fully encapsulated suits
CBRNE	Cooling/heating/Ventilation Fans (personnel and decontamination tent use)
CBRNE	HAZMAT Gear Bag/Box
CBRNE	Cascade system for refilling SCBA oxygen bottles
CBRNE	Night vision goggles
CBRNE	Traffic and crowd control devices (traffic and reflective cones, arrow and zone signs, portable barriers)

Continued on next page

Appendix A - Authorized Equipment List, Continued

10. CBRNE Incident Response Vehicles - This category includes special-purpose vehicles for the transport of CBRNE response equipment and personnel to the incident site. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general-purpose vehicles (squad cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

Sub Category	Description
Vehicles	Mobile command post vehicles
Vehicles	Hazardous materials (HazMat) response vehicles
Vehicles	Bomb response vehicles
Vehicles	Prime movers for equipment trailers
Vehicles	2-wheel personal transport vehicles for transporting fully suited bomb technicians, Level A/B suited technicians to the Hot Zone
Vehicles	Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the Hot Zone
Vehicles	Mobile Command Unit
Vehicles	Mobile Morgue Unit
Vehicles	Response vehicles to deploy special weapons personnel, equipped to detect chemical, biological and radiological materials; these vehicles may be armored to protect these personnel from explosions and projectiles when required to enter hot zones.

Continued on next page

Appendix A - Authorized Equipment List, Continued

11. Medical Supplies and Pharmaceuticals - Medical supplies and pharmaceuticals required for response to a CBRNE incident at the advanced life support level. Core cities and transit agencies are responsible for replenishing items after shelf-life expiration date(s).

Sub Category	Description
Medical Supplies	Automatic Biphasic External Defibrillators
Medical Supplies	Equipment/supplies for establishing and maintaining a patient airway at the advanced life support level (includes OP and NG airways; ET tubes, styletes, blades, and handles; portable suction devices and catheters; and stethoscopes for monitoring breath sounds)
Medical Supplies	IV Administration Sets (Macro and Micro)
Medical Supplies	IV Catheters (14, 16, 18, 20, and 22 gauge)
Medical Supplies	IV Catheters (Butterfly 22, 24, and 26 gauge)
Medical Supplies	Manual Biphasic Defibrillators
Medical Supplies	Eye Lens for Lavage or Continuous Medication
Medical Supplies	Nasogastric Tubes
Medical Supplies	Oxygen administration equipment and supplies (including bag valve masks: rebreather and non-rebreather masks and nasal cannulas; oxygen cylinders, regulators, tubing and manifold distribution systems; and pulse oximetry, Capnography and CO2 detection devices)
Medical Supplies	Syringes (3cc and 10cc)
Medical Supplies	26 ga. ½" needles (for syringes)
Medical Supplies	21 ga. 1-1/2" needles (for syringes)
Medical Supplies	Blood Pressure Cuffs
Medical Supplies	Morgan Eye Shields
Medical Supplies	Triage Tags and Tarps
Medical Supplies	Sterile and Non-Sterile dressings, all forms and sizes
Medical Supplies	Sterile and Non-Sterile dressings, all forms and sizes
Medical Supplies	Gauze, all sizes
Medical Supplies	Pulmonary Fit Tester
Medical Supplies	Portable Ventilators
Medical Supplies	Burn kits
Pharmaceuticals	Adenosine
Pharmaceuticals	Albuterol Sulfate .083%
Pharmaceuticals	Albuterol MDI 3 ml
Pharmaceuticals	Atropine
Pharmaceuticals	Benadryl
Pharmaceuticals	Calcium Chloride
Pharmaceuticals	Calcium Gluconate – 10%
Pharmaceuticals	Cyanide Antidote Kits
Pharmaceuticals	Dopamine
Pharmaceuticals	Glucagon

Continued on next page

Appendix A - Authorized Equipment List, Continued

11. Medical Supplies and Pharmaceuticals, continued

Sub Category	Description
Pharmaceuticals	Lasix
Pharmaceuticals	Lidocaine
Pharmaceuticals	Loperamide
Pharmaceuticals	Magnesium Sulfate
Pharmaceuticals	Methylprednisolone
Pharmaceuticals	Narcan
Pharmaceuticals	Nubain
Pharmaceuticals	Nitroglycerin
Pharmaceuticals	Silver Sulfadiazine
Pharmaceuticals	Sodium Bicarbonate
Pharmaceuticals	Sterile Water
Pharmaceuticals	Tetracaine
Pharmaceuticals	Thiamine
Pharmaceuticals	Valium
Pharmaceuticals	Potassium Iodide
Pharmaceuticals	Ciprofloxin PO
Pharmaceuticals	Dextrose
Pharmaceuticals	Doxycycline PO
Pharmaceuticals	Epinephrine
Pharmaceuticals	Normal Saline (500 and 1000 ml bags)
Pharmaceuticals	2Pam Chloride
Pharmaceuticals	Atropine Auto Injectors
Pharmaceuticals	CANA Auto Injectors

12. CBRNE Reference Materials - Reference materials and software designed to assist emergency preparedness and response personnel in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

Sub Category	Description
CBRNE	NFPA Guide to hazardous materials
CBRNE	NIOSH Hazardous Materials Pocket Guide
CBRNE	North American Emergency Response Guide
CBRNE	Jane's Chem-Bio Handbook
CBRNE	First Responder Job Aids

Continued on next page

Appendix A - Authorized Equipment List, Continued

13. Agricultural Terrorism Prevention, Response and Mitigation Equipment -

Equipment used for agricultural terrorism prevention, response and/or mitigation. DHS ODP expanded the scope of its programs based on feedback from its constituency. To that end, an agricultural section has been incorporated into the State Homeland Security Assessment and Strategy and grant programs to assist with preventing, responding to and recovering from agro-terrorism events. In addition to the following categories, any of the equipment items from the authorized equipment list may be used for agricultural homeland security efforts.

Sub Category	Description
Animal Restraint	Electric prods
Animal Restraint	Halters
Animal Restraint	Hog paddles
Animal Restraint	Hog snare
Animal Restraint	Knee boards
Animal Restraint	Lariat
Animal Restraint	Leashes
Animal Restraint	Nose leads
Animal Restraint	Panels
Animal Restraint	Portable cattle and hog chutes
Animal Restraint	Portable pens, crates, kennels
Animal Restraint	Probangs
Animal Restraint	Swine mouth speculum
Burning and Incinerating Supplies	Clean fuel oil and other incineration materials
Burning and Incinerating Supplies	Portable incinerators
Cleaning, Disinfection, and Fumigation	Bleach
Cleaning, Disinfection, and Fumigation	Other surface and topical disinfectants
Cleaning, Disinfection, and Fumigation	Potassium bromide
Cleaning, Disinfection, and Fumigation	Soda ash
Cleaning, Disinfection, and Fumigation	Sodium hydroxide and vinegar
Depopulation	Captive bolt pistol (appropriate gauge)
Depopulation	Euthanasia solution
Diagnostic Equipment	Animal identification supplies (back tags, marker crayons, waterproof tape and pens)
Diagnostic Equipment	Biohazard bags and containers
Diagnostic Equipment	Biohazard packing container
Diagnostic Equipment	Blood sampling supplies (needles, syringes, blood tubes)

Continued on next page

Appendix A - Authorized Equipment List, Continued

13. Agricultural Terrorism Prevention, Response and Mitigation Equipment, continued

Sub Category	Description
Diagnostic Equipment	Ice packs for shipping and access to freezer
Diagnostic Equipment	Sharps containers
Diagnostic Equipment	Specimen containers
Disposal Equipment and Supplies	Draglines
Disposal Equipment and Supplies	Heavy plastic liners
General	Animal handling guidelines
General	Chisel
General	Disposable scalpels/blades
General	Euthanasia guidelines
General	Forceps
General	Identification system for animals
General	Plastic file boxes or filing cabinets
General	Pliers
General	Quarantine forms
General	Reference materials for specific animal management in disasters/agroterrorism
General	Surgical scissors

14. CBRNE Prevention & Response Watercraft – This category allows for the purchase of surface boats and vessels for port homeland security purposes, including prevention and response. Allowable costs also include the purchase of customary and specialized navigational, communications, safety and operational equipment necessary to enable such watercraft to carry out their homeland security mission.

Licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the core cities and transit agencies and are not allowable under this grant.

Sub Category	Description
CBRNE Prevention & Response Watercraft	Surface boats and vessels for port homeland security purposes including customary and specialized navigational, communications, safety, and operational equipment.

Continued on next page

Appendix A - Authorized Equipment List, Continued

15. CBRNE Aviation Equipment – This category allows for the purchase of special purpose aviation equipment where such equipment will be utilized primarily for homeland security objectives and permissible program activities, and provides that the local units of government certify that it has an operating aviation unit and that the costs for operation and maintenance of such equipment will be paid from non-grant funds. Aviation equipment is defined as fixed-wing aircraft, helicopters, and air-safety containers for CBRNE prevention, response, mitigation and/or remediation. Allowable costs include the purchase of customary and specialized navigational, communications, safety and operational equipment necessary for CBRNE prevention, response and/or recovery.

Prior to obligating funds for this category of equipment, grant recipients must submit a written request to the state. The state will seek a written waiver from the Secretary of the Department of Homeland Security Secretary through ODP. The state will consult with the ODP Preparedness Officer and provide a detailed justification for obligating funds in this category. **No funds can be used for this category of equipment until the grant recipient receives written approval from the state and ODP to obligate funds.**

Licensing, registration fees, insurance and all ongoing operational expenses are the responsibility of the local units of government and are not allowable under this grant. In addition, the purchases of general-purpose public safety aircraft such as, but not limited to, firefighting planes or police helicopters are not allowable.

Furthermore, grant recipients must certify that they have an operating aviation unit and that no expenses will be charged against the grant award for the operation of such aviation unit. Also prohibited is aviation equipment acquisition that is inconsistent with the State’s updated homeland security assessment and strategy.

Sub Category	Description
CBRNE Aviation Equipment	Customary and specialized navigational, communications, safety, and operational equipment necessary for CBRNE prevention, response and/or recovery including fixed-wing aircraft, helicopters, and air-safety containers.

Continued on next page

Appendix A - Authorized Equipment List, Continued

16. Cyber Security Enhancement Equipment

Sub Category	Description
Cyber Security Enhancement Equipment	Configuration management and patch dissemination tools
Cyber Security Enhancement Equipment	Encryption systems
Cyber Security Enhancement Equipment	Firewall and authentication technologies
Cyber Security Enhancement Equipment	Geographic information systems
Cyber Security Enhancement Equipment	Intrusion detection devices and systems
Cyber Security Enhancement Equipment	Network traffic monitoring and analysis systems
Cyber Security Enhancement Equipment	Scanning and penetration tools
Cyber Security Enhancement Equipment	Security hardware and software countermeasures to protect against cyber attacks

17. Intervention Equipment – this category allows for the purchase of specialized law enforcement equipment that is necessary to further enhance their capabilities to prevent domestic terrorism incidents. Core cities and transit agencies are reminded that they must comply with 28 CFR, Parts 66 and 70. In addition, when procuring any Title III equipment, core cities and transit agencies must strictly adhere to requirements of 18 U.S.C., Part I, Chapter 119, Section 2512, pertaining to the manufacture, distribution, possession and advertising of wire, oral, or electronic communications interception devices. This category includes but is not limited to the following:

Sub Category	Description
Intervention Equipment	Specialized response vehicles and vessels
Intervention Equipment	Tactical entry equipment (not including weapons)
Intervention Equipment	Title III Equipment (Pin registers)

18. Other Authorized Equipment and Related Costs

Sub Category	Description
Authorized Equipment and Related Costs	Installation costs for authorized equipment purchased through ODP grants
Authorized Equipment and Related Costs	Maintenance contracts for authorized equipment purchased through ODP grants and acquired through DHS-ODPs Homeland Defense equipment Reuse (HDER) Program
Authorized Equipment and Related Costs	Multiple Integrated Laser Engagement System (MILES)
Authorized Equipment and Related Costs	Training on CBRNE and cyber security equipment by vendors or local & state entities
Miscellaneous	Maintenance - General
Miscellaneous	Shipping and Handling
Miscellaneous	Taxes

Appendix B - Training Classes and Approval Process

Recommended Training Classes

Grant recipients are encouraged to use FY04 UASI funds to adopt the current ODP awareness and performance level courses noted below:

- Campus Law Enforcement Awareness Training on WMD
- AWR-100 Emergency Response to Terrorism: Basic Concepts
- AWR-101 Emergency Response to Terrorism: Basic Concepts (Train-the-Trainer)
- AWR-102 Emergency Response to Terrorism: Basic Concepts (Self-Study)
- AWR 103 WMD Crime Scene Management for Emergency Responders
- AWR-110 Terrorism Awareness for Emergency Responders (Internet)
- AWR-111 Emergency Medical Services (EMS): Basic Concepts for WMD Incidents (Internet)
- AWR-112 Public Works: Basic Concepts for WMD Incidents (Internet)
- AWR-120 Law Enforcement Response to WMD – Awareness
- AWR-121 Law Enforcement Response to WMD – Awareness (Train-the-Trainer)
- AWR-130 Incident Response to Terrorist Bombings – Awareness
- AWR-140 WMD Radiological/Nuclear Awareness
- AWR-141 WMD Radiological/Nuclear Awareness (Train-the-Trainer)
- PER-200 Managing Civil Actions in Threat Incidents (MCATI): Basic Course (Train-the-Trainer)
- PER-225 Law Enforcement Response to WMD – Operations Level (Train-the-Trainer)
- PER-251 Emergency Response to Terrorism: Operations Course (Train-the-Trainer)

Note: In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP's Train-the-Trainer course delivery.

Continued on next page

Appendix B - Training Classes and Approval Process, Continued

Approval Process for Non-ODP Course Development and Attendance

The process for requesting ODP approval of non-ODP course development and attendance is as follows:

1. Grant recipient requests for review of awareness and performance level courses should be made on letterhead addressed to Lt. Col. William Hipsley, California Military Department. Lt. Col. Hipsley will collect all requests and forward to the appropriate DHS-ODP Preparedness Officer. This letter should be sent to:

Governor's Office of Emergency Services
Grant Management Section ATTN: Lt. Col. Hipsley
Post Office Box 419023
Rancho Cordova, CA 95741-9023

Do not send course materials at this time.

2. The DHS-ODP Preparedness Officer will forward the request to the ODP Training Division.
3. Upon receipt of the request, the ODP Training Division will respond as follows:
 - A. Send a letter of acknowledgment and conditional approval to CMD, accompanied by the following:
 - (1) ODP Training Approval Template and instructions for use.
 - (2) ODP Training Doctrine which includes the following 4 documents:
 - ODP Training Strategy
 - Emergency Responder Guidelines
 - Prevention Guidelines
 - Training Approval Guidelines
 - B. Notify the DHS-ODP Preparedness Officer that funding may be conditionally approved pending further review by the DHS-ODP, Center for Domestic Preparedness (CDP). The grant recipient may begin obligating funds at this time.
 - C. Ensure that the request has been entered in the ODP Training Approval Tracking System.
4. Upon receipt of the conditional approval, the Template and the Training Doctrine, CMD will work with grant recipients to document a comparison between the objectives of the course in question and the ODP Training Doctrine, using the template provided. The completed template and course materials must be returned to the ODP Training Division Designee within 30 days.

Continued on next page

**EXHIBIT F
AUTHORIZED TRAINING
APPENDIX B TO THE UASI 2004 GRANT APPLICATION**

Appendix B - Training Classes and Approval Process

Recommended Training Classes

Grant recipients are encouraged to use FY04 UASI funds to adopt the current ODP awareness and performance level courses noted below:

- Campus Law Enforcement Awareness Training on WMD
- AWR-100 Emergency Response to Terrorism: Basic Concepts
- AWR-101 Emergency Response to Terrorism: Basic Concepts (Train-the-Trainer)
- AWR-102 Emergency Response to Terrorism: Basic Concepts (Self-Study)
- AWR 103 WMD Crime Scene Management for Emergency Responders
- AWR-110 Terrorism Awareness for Emergency Responders (Internet)
- AWR-111 Emergency Medical Services (EMS): Basic Concepts for WMD Incidents (Internet)
- AWR-112 Public Works: Basic Concepts for WMD Incidents (Internet)
- AWR-120 Law Enforcement Response to WMD – Awareness
- AWR-121 Law Enforcement Response to WMD – Awareness (Train-the-Trainer)
- AWR-130 Incident Response to Terrorist Bombings – Awareness
- AWR-140 WMD Radiological/Nuclear Awareness
- AWR-141 WMD Radiological/Nuclear Awareness (Train-the-Trainer)
- PER-200 Managing Civil Actions in Threat Incidents (MCATI): Basic Course (Train-the-Trainer)
- PER-225 Law Enforcement Response to WMD – Operations Level (Train-the-Trainer)
- PER-251 Emergency Response to Terrorism: Operations Course (Train-the-Trainer)

Note: In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP's Train-the-Trainer course delivery.

Continued on next page

Appendix B - Training Classes and Approval Process,

Continued

Approval Process for Non-ODP Course Development and Attendance

The process for requesting ODP approval of non-ODP course development and attendance is as follows:

1. Grant recipient requests for review of awareness and performance level courses should be made on letterhead addressed to Lt. Col. William Hipsley, California Military Department. Lt. Col. Hipsley will collect all requests and forward to the appropriate DHS-ODP Preparedness Officer. This letter should be sent to:

Governor's Office of Emergency Services
Grant Management Section ATTN: Lt. Col. Hipsley
Post Office Box 419023
Rancho Cordova, CA 95741-9023

Do not send course materials at this time.

2. The DHS-ODP Preparedness Officer will forward the request to the ODP Training Division.
3. Upon receipt of the request, the ODP Training Division will respond as follows:
 - A. Send a letter of acknowledgment and conditional approval to CMD, accompanied by the following:
 - (1) ODP Training Approval Template and instructions for use.
 - (2) ODP Training Doctrine which includes the following 4 documents:
 - ODP Training Strategy
 - Emergency Responder Guidelines
 - Prevention Guidelines
 - Training Approval Guidelines
 - B. Notify the DHS-ODP Preparedness Officer that funding may be conditionally approved pending further review by the DHS-ODP, Center for Domestic Preparedness (CDP). The grant recipient may begin obligating funds at this time.
 - C. Ensure that the request has been entered in the ODP Training Approval Tracking System.
4. Upon receipt of the conditional approval, the Template and the Training Doctrine, CMD will work with grant recipients to document a comparison between the objectives of the course in question and the ODP Training Doctrine, using the template provided. The completed template and course materials must be returned to the ODP Training Division Designee within 30 days.

Continued on next page

Appendix B - Training Classes and Approval Process, Continued

**Approval
Process for
Non-ODP
Course
Development
and
Attendance,
continued**

5. The ODP CDP will execute a review of course materials based on the completed template and issue a report to the ODP Training Division.
 6. The CDP will conduct this review within 45 days from receipt of the course materials and template. For performance level courses, the review period will be extended to 90 days if the ODP CDP determines that a site visit is necessary to adequately assess the course.
 7. Upon completion of CDP review and issuance of a recommendation memo, the ODP Training Division will initiate a final notification process that will include the DHS-ODP Preparedness Officer and the CMD.
-

**EXHIBIT G
REIMBURSEMENT REQUEST FORM**

**URBAN AREA SECURITY INITIATIVE GRANT
Reimbursement Request Form**

Return Reimbursement Requests to:

Rachel Tkatch
 Mayor's Office of Homeland Security and Public Safety
 200 N. Spring St., Room #M-175A
 Los Angeles, CA 90012
 Phone: 213.978.0701
 Fax: 213.978.0718
rachel.tkatch@lacity.org

Core City: _____

Requesting Agency: _____

Reimbursement Period: _____ to _____

Prepared By: _____

Phone No.: _____

UASI FY03 Part 1
 UASI FY03 Part 2

UASI FY04
 UASI FY05

Line: _____

Please mark this box to indicate final request for reimbursement

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment					
Exercise					
Training					
Planning					
Operational Activities					
Management & Admin					
Total					

This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for cost incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.

Authorized Department Approval:

Print Name

Title

Signature

Date

Phone No. (extension)

Fax No.

E-mail Address

Please Remit Payment to:

Name

Address

City

State

Zip

Reference No.

To be completed by HSPS Accounting Department

DHS/OES Reimbursement Request By: _____

Transaction ID: _____

Date: _____

DHS/OES Reimbursement Received: _____

Cash Receipt No. _____

JV No. _____

Transfer to Depart Date: _____

JV No. _____

EXHIBIT H

**EQUAL EMPLOYMENT OPPORTUNITY PLAN
OCR LETTER DATED JULY 29, 2002,
ATTACHED TO THE UASI 2004 GRANT APPLICATION AS APPENDIX D**



U.S. Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

July 29, 2002

Mr. Dallas Jones
California Office of Emergency Services
P. O. Box 419047
Rancho Cordova, CA 95741-9047

Dear Mr. Jones:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. section 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 8136, Washington, D.C. 20531.

Additional Instructions For Grantees Receiving \$500,000 Or More:

1. In accordance with Assurance No. 15, each grantee that receives \$500,000 or more (or \$1,000,000 in an 18-month period), and has 50 or more employees, must submit an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address.¹
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The Seven-Step Guide to the Design and Development of an EEOP will assist you in completing this requirement. The Seven-Step Guide and EEOP Short Form may be downloaded from OCR's home page on the Internet (<http://www.ojp.usdoj.gov/ocr/>).
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

¹ If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within the past two years, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OCR showing that your EEOP or certification is acceptable along with a cover letter that references the new grant award.

Rec'd 8/16/02

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days. This Certification Form may also be downloaded from OCR's home page on the Internet.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

Additional Instructions For Grantees Receiving Under \$25,000:

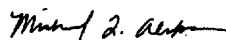
5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEOP) in accordance with Assurance No. 15. No Certification is required.

Instructions for All Grantees:

6. In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.²

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



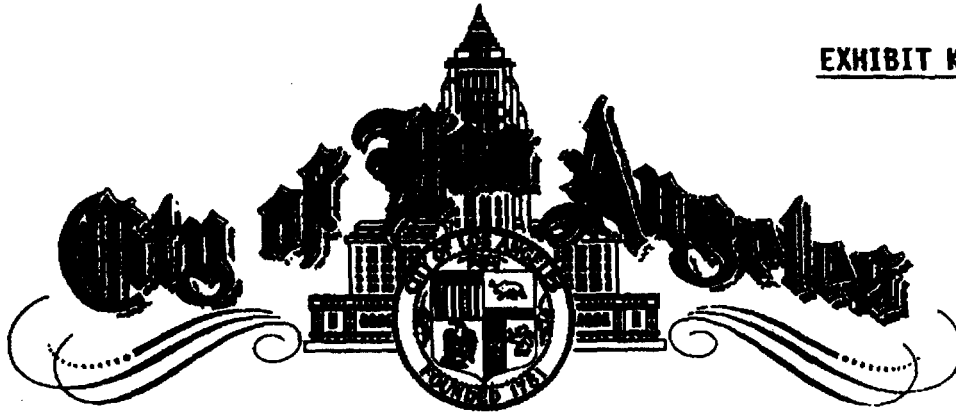
Michael L. Alston
Acting Director, Office for Civil Rights

cc: Grant Manager
Financial Analyst

²The employment practices of certain Indian tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000e

EXHIBIT I
GRANT ASSURANCES

EXHIBIT I
GRANT ASSURANCES



CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

Office of Homeland Security

Grant Assurances for Urban Area Security Initiative

Name of Core City: City of Los Angeles

Address: 200 North Spring Street, M-175H

City: Los Angeles State: California Zip Code: 90012

Telephone Number: (213) 978-0710

Fax Number: (213) 978-0718

E-Mail Address: jjackson@mayor.lacity.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Urban Area Security Initiative grant.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

4. Will provide progress reports and such other information as may be required by the Office of Homeland Security, Office of Emergency Services and/or the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. 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 for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, 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.
8. Will comply with all federal statues relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 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 handicaps;
 - 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. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
 - j. Title 28, CFR, Part 35;
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.

- 9. Will 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 provides 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 interested in real property acquired for project purposes regardless of federal participation in purchases.**

- 10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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.**

- 11. Will 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); and**
 - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).**

- 12. Will 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.**

- 13. Will 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), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).**

- 14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.**

15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12889, "Debarment and Suspension."
23. Agrees 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
24. Agrees that equipment acquired or obtained with grant funds:
- a. 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, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.
 - b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.

- c. 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.**
- 25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.**
- 26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.**
- 27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision 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.**
- 28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.**
- 29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.**
- 30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.**

31. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Joe Jackson

Title: Director, Criminal Justice Planning Office Date: 9-1-04



CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

Office of Homeland Security

Grant Assurances for Urban Area Security Initiative

Name of Core City: City of Los Angeles

Address: 200 North Spring Street, M-175H

City: Los Angeles State: California Zip Code: 90012

Telephone Number: (213) 978-0710

Fax Number: (213) 978-0718

E-Mail Address: pcanfiel@cao.lacity.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Urban Area Security Initiative grant.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

4. Will provide progress reports and such other information as may be required by the Office of Homeland Security, Office of Emergency Services and/or the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. 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 for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, 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.
8. Will 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), as amended, 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 handicaps;
 - 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. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
 - j. Title 28, CFR, Part 35;
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.

9. Will 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 provides 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 interested in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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.
11. Will 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); and
 - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will 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.
13. Will 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), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.

15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

23. Agrees 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;**
- b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;**
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.**
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

24. Agrees that equipment acquired or obtained with grant funds:

- a. 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, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.**
- b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.**

c. 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.

- 25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.**
- 26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.**
- 27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision 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.**
- 28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.**
- 29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.**
- 30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.**

31. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Pat Canfield

Printed Name of Authorized Agent: Pat Canfield

Title: Chief Admin Analyst, Chief Administrative Office Date: 8-26-04



CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

Office of Homeland Security

Grant Assurances for Urban Area Security Initiative

Name of Core City: City of Los Angeles

Address: 200 North Spring Street, M-175H

City: Los Angeles State: California Zip Code: 90012

Telephone Number: (213) 978-0710

Fax Number: (213) 978-0718

E-Mail Address: aharmon@mayor.lacity.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Urban Area Security Initiative grant.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

4. Will provide progress reports and such other information as may be required by the Office of Homeland Security, Office of Emergency Services and/or the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. 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 for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, 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.
8. Will 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), as amended, 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 handicaps;
 - 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. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
 - j. Title 28, CFR, Part 35;
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.

9. Will 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 provides 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 interested in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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.
11. Will 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); and
 - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will 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.
13. Will 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), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.

15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

23. Agrees 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;**
- b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;**
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.**
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

24. Agrees that equipment acquired or obtained with grant funds:

- a. 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, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.**
- b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.**

c. 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.

- 25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.**
- 26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.**
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The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant:

Signature of Authorized Agent: _____



Printed Name of Authorized Agent: Arlitha Harmon

Title: Accountant, Criminal Justice Planning Office Date: 8/19/04