

30978

AGREEMENT

Contractor: City of Long Beach

City Contract Number C-113008

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ENTIRE AGREEMENT

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EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D This Section is Left Intentionally Blank
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- Exhibit M Purchasing Detail Worksheet

30978
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 (the "City,"), and City of Long Beach, a municipal corporation (the "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 of Grants and Training (G&T), has provided financial assistance directly to selected jurisdictions through the Fiscal Year (FY) 2006 Urban Areas Security Initiative ("UASI 06"); and

WHEREAS, this financial assistance is administered by the City of Los Angeles and is overseen by the California Office of Homeland Security (OHS); 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/Long Beach Urban Area ("LA/LBUA") consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and 27 participating jurisdictions, including the City of Long Beach); and

WHEREAS, the G&T awarded a UASI 06 Grant of \$64,448,000 ("Grant Funds") to the City of Los Angeles, as a Core City, for use in the LA/LBUA; and

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

WHEREAS, the Mayor's Office now wishes to distribute UASI 06 Grant Funds in the amount of \$6,367,040, of which \$90,000 shall be used for Management and Administration, throughout the LA/LBUA, as further detailed in this Agreement ("Agreement") to the City of Long Beach and others;

WHEREAS, the City and the City of Long Beach are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 07-0582) which authorizes the City to prepare and execute the Agreement.

NOW, THEREFORE, the City of Los Angeles and the 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, California 90012; and
- B. The 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
Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
Arif.Alikhan@lacity.org

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

City Manager
City of Long Beach
333 W. Ocean Boulevard
Long Beach, CA 90802
Phone: (562) 570-6811
Fax: (562) 570-6138

with a copy to:

Casey Chel, Disaster Management Officer
Long Beach Fire Department
2990 Redondo Ave.
Long Beach, CA 90806
Phone: (562) 570-9251
Fax: (562) 570-9254
Email: Casey_Chel@LongBeach.gov

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

§103. Independent Party

The 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 The City of Long Beach, is, or shall be an employee of the City of Los Angeles by virtue of this Agreement, and the City of Long Beach shall so inform each employee organization and each employee who is hired or retained under this Agreement. The 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

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

- A. This Section is left intentionally blank
- 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. The 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 the City of Long Beach.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on October 19, 2007 and end on March 31, 2008, 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. The City Long Beach and the City have previously completed a mutually approved Budget/Expenditure Plan, hereinafter "Budget." The Budget contains detailed listings of items for expenditure under the terms of this Agreement, which is incorporated herein by this reference. Any request by the City of Long Beach to modify the Budget must be made in writing and must be approved in writing by the City during the term of this Agreement.
- B. The 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 <http://www.rkb.mipt.org> and Appendix D, Allowable Cost Matrix, to the FY 2006 Homeland Security Grant Program, Program Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit G. The City of Long Beach shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the UASI 06 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
- 2. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
- 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner

consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. 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 the 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. The 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 ledger, attached hereto as Exhibit F, shall be maintained for each item of Equipment acquired for the program. This record must be updated biannually 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 the Equipment. Records must be retained pursuant to 28 C.F.R. Part 66.42, and Office of G&T.
4. All equipment obtained under this Agreement shall have an LA/LBUA 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 year or prior to any UASI, State or Federal monitor visits..
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2006 Homeland Security Grant Program, Program Guidance and Application Kit, page 84 (attached as Exhibit H) and must be pre-authorized by OHS at <http://www.calguard.ca.gov/cajs-hs/nonslgcpForm.htm>. A catalogue of Grantor approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2006 Homeland and Security Grant Program, Program Guidance and Application Kit, pg 84 and 85 (Exhibit I). Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2006 Homeland and Security Grant Program, Program Guidance and Application Kit, pg 80 and 81 (Exhibit J).
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2006 Homeland and Security Grant Program, Program Guidance and Application Kit, pg 82 and 83 (Exhibit K).

§203. This Section is Left Intentionally Blank

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall pay to the City of Long Beach the grant amount of Six Million Three Hundred Sixty-Seven Thousand and Forty dollars (\$6,367,040) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to the City of Long Beach in the FY 06 UASI grant award notice.
- B. The City of Long Beach shall provide quarterly invoices to the City requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request Form (attached hereto as Exhibit L) and Purchasing Detail Worksheet (attached hereto as Exhibit M) detailing the expenditures made by City of Long Beach as authorized by Section 202 above. For equipment for which Long Beach is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips. For training reimbursements, Long Beach must include a copy of the class roster verifying training attendees, proof that an OHS tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees. For regional project reimbursements, the City of Long Beach must include approval from the lead agency for all submitted invoices. The City shall submit reimbursement request packages to OHS and effect payment within a reasonable time following receipt of an invoice that is accurate as to form and content, and for which the work covered by the invoice has been approved and the invoice documentation is found to be satisfactory.
- C. Notwithstanding anything to the contrary herein, the City of Long Beach may procure equipment through the "Equipment Purchase Assistance Program," as more fully described in "Fiscal Year 2006, Homeland Security Grant Program, Program Guidelines and Application Kit, page 50. Under this program, the City of Long Beach may select equipment from Fischer Scientific, the Grantor will pay the vendor directly, and the dollar amount of § 301A of this Agreement shall be reduced by the corresponding amount. The City of Long Beach shall notify the City of Los Angeles thirty (30) days prior to using the "Equipment Purchase Program," and shall submit to the City of Los Angeles a final report reconciling the full amount of the Agreement, ninety (90) days before the Agreement terminates.
- D. Payment of final invoice shall be withheld by the City of Los Angeles until the City has determined that the City of Long Beach has turned in all supporting documentation and completed the requirements of this Agreement.

- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. This Section is left intentionally blank.
- G. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program. The Agreement may be terminated immediately upon written notice to the City of Long Beach of a loss or reduction of federal grant funds.

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

The 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

The City of Long Beach and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the City of Long Beach's performance hereunder and shall pay any fees required therefore. The 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

Under the terms of this Agreement, this section is inapplicable, and is intentionally left blank.

§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. The 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 is left intentionally 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 (This Section is left intentionally 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. The City of Long Beach shall comply with all applicable requirements of state, federal, County and City of Long Beach laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

The 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, the 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

The 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. The 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. The 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 \$150,000.00 in loan funds, the 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 the City of Long Beach until the Certification is filed.

The 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 the City of Long Beach. The 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, the 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.

The 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

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

The 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

The 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).

The 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), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

The 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.

9. Civil Rights

The 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

The 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.

The 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).

The 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.

The 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.

The 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.

The 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, the 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.

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

The City of Long Beach shall 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.

11. Preservation

The 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

The City of Long Beach shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and the 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 the 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. The 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

The 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

The 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

The 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. The 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 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part

38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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 provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.

2. Travel Expenses

The 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. The 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.

The 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, The 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

The 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 the City of Long Beach to City of any unlawful expenditures.

C. 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 E. By signing these Grant Assurances, the City became liable to the Grantor for any funds that are used in violation of the grant requirements. The City of Long Beach shall be liable to the Grantor for any funds the Grantor determines that the City of Long Beach used in violation of these Grant Assurances. The City of Long Beach shall indemnify and hold harmless the City for any sums the Grantor determines the City of Long Beach used in violation of the Grant Assurances.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the 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

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

§423. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the 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 is left intentionally blank.)

§503. (This Section is left intentionally blank.)

§504. (This Section is left intentionally blank.)

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the City of Long Beach, and any increase or decrease in the amount of compensation which are agreed to by the City and the 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.

The 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 is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-nine (29) pages and thirteen (13) 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><i>Richard BKA</i></u> Deputy City Attorney</p> <p>Date <u>11-27-07</u></p> | <p>For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor</p> <p>By <u><i>[Signature]</i></u> 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 <u><i>[Signature]</i></u> Deputy City Clerk</p> <p>Date <u>1/11/08</u></p>  | <p>APPROVED AS TO FORM <u>Nov. 15</u> 20<u>07</u> ROBERT E. SHANNON, City Attorney By <u><i>[Signature]</i></u> DEPUTY CITY ATTORNEY</p> |
| <p>APPROVED AS TO FORM:</p> <p>By _____ City Attorney</p> <p>Date _____</p> | <p>For: City of Long Beach, a charter city</p> <p>By <u><i>[Signature]</i></u> City Manager</p> <p>Date <u>11/15/07</u></p> |
| <p>ATTEST:</p> <p>By _____ City Clerk</p> <p>Date _____</p> | |

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: *[initials]* Date of Approval _____
City Contract Number C-113008

EXHIBIT A

INSURANCE

(Not applicable to this Agreement.)

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT

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

City of Long Beach
CONTRACTOR/BORROWER/AGENCY

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

PH West 11/15/07
SIGNATURE DATE

APPROVED AS TO FORM

Nov. 15, 2007
ROBERT B. SHANNON, City Attorney
By [Signature]
DEPUTY CITY ATTORNEY

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 which 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

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

City of Long Beach

CONTRACTOR/BORROWER/AGENCY

Patrick H. West, City Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

P. H. West

SIGNATURE

11/15/07

DATE

APPROVED AS TO FORM.

Nov. 15, 2007
ROBERT E. SHANNON, City Attorney

[Signature]
DEPUTY CITY ATTORNEY

EXHIBIT D

THIS SECTION IS LEFT INTENTIONALLY BLANK

EXHIBIT E
GRANT ASSURANCES

Office of Homeland Security

Grant Assurances

(All Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-Mail Address: _____

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 grant provided by the federal Department of Homeland Security and sub-granted through the State of California.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic 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 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. 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.

8. 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 (42 U.S.C. § 4601 et seq. (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.

9. 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.

10. 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).
 - i. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
11. 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.
12. 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).
13. 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.
14. 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.
15. 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).
16. 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.
17. 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.
18. 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.

19. 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.
20. 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 sub-agreements.
21. 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."
22. 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.
23. 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 State Homeland Security Strategy and will be deployed in conformance with that Strategy.
 - 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.

24. 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.
25. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, 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 or 70, that govern the application, acceptance and use of Federal funds for this federally-assisted project.
26. 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.
27. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including
 - a. Part 18, Administrative Review Procedures;
 - b. Part 20, Criminal Justice Information Systems;
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information;
 - d. Part 23, Criminal Intelligence Systems Operating Policies;
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
 - g. Part 38, Equal Treatment of Faith-based Organizations;
 - h. Part 63, Floodplain Management and Wetland Protection Procedures;
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures;
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act;
 - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement)
 - n. Part 69, New Restrictions on Lobbying
 - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants)
28. 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.

29. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
30. 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.
31. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
32. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
33. 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.
34. 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.
35. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
36. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

38. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

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: _____

Title: _____ Date: _____

EXHIBIT F
EQUIPMENT LEDGER

EXHIBIT G
ALLOWABLE COST MATRIX

APPENDIX D – ALLOWABLE COST MATRIX

Table 13 – FY 2006 Allowable Cost Matrix

| Allowable Planning Costs | HSGP | | | | | Other G&T | | | | | HHS | | | |
|---|-------|------|-------|------|-----|-----------|---------|------|-----|------|--------------|-------|-------|--------|
| | SISIP | IASI | LEIPP | MYRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBIPP | BICDP | PHIPCA |
| Public education & outreach | Y | Y | Y | Y | Y | Y | Y | | | Y | Y | | | Y |
| Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives | Y | Y | Y | Y | Y | Y | Y | | | Y | | | | Y |
| Develop and enhance plans and protocols | Y | Y | Y | Y | Y | Y | Y | Y | | Y | | Y | | Y |
| Develop or conduct assessments | Y | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | Y | Y |
| Establish, enhance, or evaluate Citizen Corps related volunteer programs | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | | | | Y |
| Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | Y | Y | Y | Y | Y | Y | Y | Y | | Y | | Y | Y | Y |
| Conferences to facilitate planning activities | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | | | Y |
| Materials required to conduct planning activities | Y | Y | Y | Y | Y | Y | Y | | | Y | | | | Y |
| Travel/per diem related to planning activities | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | Y | Y | Y |
| Overtime and backfill costs (IAW operational Cost Guidance) | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | | | |
| Other project areas with prior approval from G&T | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | | | |
| Allowable Organizational Activities | SISIP | IASI | LEIPP | MYRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBIPP | BICDP | PHIPCA |
| Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation) | | Y | Y | | | | | | | | | | | |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared Code Orange | | Y | Y | | | | Y | | | | | | | |
| Hiring of full- part-time staff or contractors for emergency management activities | | | | | Y | Y | | | | | | Y | | |
| Hiring of contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (limited to 25 percent of the allocation) | | Y | Y | | | | | | | | | | | |

| Allowable Equipment Categories | HSGP | | | | | Other G&T | | | | | HHS | | | |
|---|------|------|-------|------|-----|-----------|---------|------|-----|------|--------------|------|-------|-------|
| | SISP | EASL | LETPP | MMRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBHP | BICDP | PHPCA |
| Personal Protective Equipment | Y | Y | Y | Y | | | Y | | | Y | Y | Y | | Y |
| Explosive Device Mitigation and Remediation Equipment | Y | Y | Y | | | | Y | Y | Y | Y | Y | | | |
| CBRNE Operational Search and Rescue Equipment | Y | Y | Y | Y | | | Y | Y | Y | Y | Y | | | |
| Information Technology | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | | Y |
| Cyber Security Enhancement Equipment | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | | | | |
| Interoperable Communications Equipment | Y | Y | Y | Y | | Y | Y | Y | Y | Y | Y | Y | | Y |
| Detection Equipment | Y | Y | | Y | | Y | Y | Y | Y | Y | Y | | | Y |
| Decontamination Equipment | Y | Y | | Y | | | Y | | Y | Y | Y | Y | | Y |
| Medical Supplies and Limited Pharmaceuticals | Y | Y | | Y | Y | Y | Y | | Y | Y | Y | Y | | |
| Power Equipment | Y | Y | Y | Y | Y | | Y | | Y | Y | Y | | | |
| CBRNE Reference Materials | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | | Y | Y |
| CBRNE Incident Response Vehicles | Y | Y | Y | Y | | Y | Y | | Y | Y | Y | | | |
| Terrorism Incident Prevention Equipment | Y | Y | Y | | | | Y | Y | Y | Y | Y | | | |
| Physical Security Enhancement Equipment | Y | Y | Y | | | Y | Y | Y | Y | Y | | | | |
| Inspection and Screening Systems | Y | Y | Y | Y | | | Y | Y | | | | Y | | |
| Agriculture Terrorism Prevention, Response and Mitigation Equipment | Y | Y | | Y | | | | | | | | | | |
| CBRNE Response Watercraft | Y | Y | Y | | | | Y | Y | Y | Y | | | | |
| CBRNE Aviation Equipment | Y | Y | | | | | | | | | | | | |
| CBRNE Logistical Support Equipment | Y | Y | Y | Y | | Y | Y | | Y | Y | Y | | | |
| Intervention Equipment | Y | Y | Y | | | | Y | | Y | Y | | | | |
| Other Authorized Equipment | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | | | |
| Allowable Training Costs | SISP | EASL | LETPP | MMRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBHP | BICDP | PHPCA |
| Overtime and backfill for emergency preparedness and response personnel attending G&T-sponsored and approved training classes | Y | Y | Y | Y | Y | Y | Y | | | Y | Y | Y | | |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T training | Y | Y | Y | Y | Y | Y | Y | | | Y | Y | Y | | |
| Training workshops and conferences | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | Y | Y | Y |
| Full- or part-time staff or contractors/consultants | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Travel | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | Y | Y | Y |
| Supplies | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | | Y | Y |
| Other items | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | | | |
| Allowable Exercise Related Costs | SISP | EASL | LETPP | MMRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBHP | BICDP | PHPCA |



| | HSGP | | | | | | Other G&T | | | | HHS | | | |
|---|------|------|-------|-------|-----|------|-----------|------|-----|------|--------------|-------|-------|-------|
| Exercise planning workshop | Y | Y | Y | Y | Y | Y | Y | | | Y | | | Y | |
| Full- or part-time staff or contractors/consultants | Y | Y | Y | Y | Y | Y | Y | | | Y | | | Y | |
| Overtime and backfill costs including expenses for part-time and volunteer emergency response personnel participating in G&T exercises | Y | Y | Y | Y | Y | Y | Y | | | Y | | | | |
| Travel | Y | Y | Y | Y | Y | Y | Y | | | Y | | | Y | |
| Supplies | Y | Y | Y | Y | Y | Y | Y | | | Y | | | Y | |
| Other items | Y | Y | Y | Y | Y | Y | Y | | | Y | | | | |
| Allowable Management & Administrative Costs | SISP | ENSI | LETPP | MAIRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBIPP | BLDDP | PHPCA |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of HSGP, implementation of State Homeland Security Strategy, application requirements, compliance with reporting and data collection requirements | Y | Y | Y | Y | Y | Y | | | | Y | Y | | | Y |
| Development of operating plans for information collection and processing necessary to respond to G&T Data calls | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | | | |
| Overtime and backfill costs | Y | Y | Y | Y | Y | Y | | | | | | | | Y |
| Travel | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | | | Y |
| Meeting related expenses | Y | Y | Y | Y | Y | Y | Y | | Y | Y | | | | Y |
| Authorized office equipment | Y | Y | Y | Y | Y | Y | Y | | Y | Y | Y | | | |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the Grant Program | Y | Y | Y | Y | Y | Y | | | | | Y | | | Y |
| Leasing or renting of space for newly hired personnel during the period of performance of the Grant Program | Y | Y | Y | Y | Y | Y | | | | | Y | | | |



Costs outlined in the following table are **NOT allowed** unless designated by a “*”. Those designated by a “*” are only allowable in a limited capacity. Check the specific program guidance for detailed information.

| Unauthorized Program Expenditures | HSGP | | | | | Other G&T | | | | | HHS | | | |
|--|------|------|------|------|-----|-----------|---------|------|-----|------|--------------|--------|-------|--------|
| | SISP | IASI | LETP | MMRS | CCP | EMPG | Transit | Port | Bus | Rail | Firefighters | NBIFPP | BTCDP | PHIPCA |
| General use software, computers and related equipment, vehicles, licensing fees | | | | | | | * | * | | | * | * | * | |
| Weapons and Ammunition | | | | | | | | | | | | | | |
| Construction and Renovation (ONLY limited renovation is allowable in highlighted programs) | * | * | * | | | * | | | | | * | * | * | * |
| Hiring of public safety personnel for the purpose of fulfilling traditional public safety duties | | | | | | * | | | | | * | * | * | * |
| Activities unrelated to the completion and implementation of HSGP | | | | | | | | | | | | * | * | |
| Other items not in accordance with the AEL or previously listed allowable costs | | | | | | | | | | | | * | * | * |



EXHIBIT H
AUTHORIZED TRAINING

EXHIBIT I
AUTHORIZED EXERCISES

EXHIBIT J
AUTHORIZED PLANNING

C. Authorized Program Expenditures

Allowable expenditures for the FY 2006 UASI program comport with FY 2006 SHSP (except for the use of funds for operational costs). Please refer to Appendix D for a summary of authorized and unauthorized UASI expenditures.

C.1. Planning

Urban Areas may use FY 2006 UASI funds for multi-discipline planning efforts to prioritize needs, update preparedness strategies, allocate resources, and deliver preparedness programs. These efforts include the collection and analysis of intelligence and information and the development of policies, plans, procedures, mutual aid agreements, strategies, and other publications that comply with relevant laws, regulations, and guidance necessary to perform assigned missions and tasks. It is explicitly permissible to use planning funds to hire government and/or contractor personnel to conduct planning activities described here.

Similar to SHSP, FY 2006 UASI funds may be used for a range of homeland security planning activities, such as:

- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the National Preparedness Goal and Guidance.
 - Implementing and adopting NIMS.
 - Modifying existing incident management and Emergency Operating Procedures (EOPs) to ensure proper alignment with the NRP coordinating structures, processes, and protocols.
 - Establishing or enhancing mutual aid agreements.
 - Developing communications and interoperability protocols and solutions.
 - Conducting local, regional, and Tribal program implementation meetings.
 - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC.
 - Designing State and local geospatial data systems.
 - Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans.
- Developing related terrorism prevention activities including:
 - Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery.
 - Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism.
 - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils.
 - Citizen Corps volunteer programs and other activities to strengthen citizen participation.

- o Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign.
- o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites.
- o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.
- Developing and enhancing plans and protocols, including but not limited to:
 - o Developing or enhancing EOPs and operating procedures.
 - o Developing terrorism prevention/deterrence plans.
 - o Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies.
 - o Developing or enhancing border security plans.
 - o Developing or enhancing cyber security plans.
 - o Developing or enhancing cyber risk mitigation plans.
 - o Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans.
 - o Developing public/private sector partnership emergency response, assessment, and resource sharing plans.
 - o Developing or updating local or regional communications plans.
 - o Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies.
 - o Developing or enhancing continuity of operations and continuity of government plans.
 - o Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRP.
 - o Developing or enhancing evacuation plans.
 - o Developing or enhancing citizen surge capacity.
- Developing or conducting assessments, including but not limited to:
 - o Conducting point vulnerability assessments at critical infrastructure sites/key assets and developing remediation/security plans.
 - o Conducting cyber risk and vulnerability assessments.
 - o Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources.
 - o Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness).
 - o Activities that directly support the identification and advance preparation of pre-designated temporary housing sites.

EXHIBIT K
AUTHORIZED ORGANIZATIONAL ACTIVITIES

C.2. Organization

States and Urban Areas may use FY 2006 UASI funds to support select organization activities. States and Urban Areas must justify proposed expenditures of UASI funds to support organization activities within their Investment Justification submission using historical data and other analysis to substantiate their proposals. No more than 25 percent of the gross amount of the allocation for this program may be used for operational expenses and overtime costs for the three (3) operational activities noted below.

1. Operational overtime costs associated with increased security measures at critical infrastructure sites during periods of DHS-declared heightened alert.

UASI: Up to 25 percent of FY 2006 funds may be used in UASI jurisdictions.

- Of this amount, up to 10 percent may be used for costs incurred during Code Yellow or Orange.
- The remaining 15 percent may be used for costs incurred only during Code Orange.
- Operational overtime costs incurred at National Special Security Events (NSSEs) in UASI jurisdictions, as designated by the Secretary of Homeland Security, are also allowed.
- States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (up to a maximum of 25 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions. States should be judicious in the use of Federal grant funds when protecting critical infrastructure and should leverage public/private partnerships. States should also consider the use of private assets in the protection of private facilities.

In support of these efforts for enhanced capabilities of detecting, deterring, disrupting, and preventing acts of terrorism, costs eligible for reimbursement under this policy are identical to those deemed allowable under previous Code Orange alerts. Therefore, subject to the conditions stated above, States and local governments may use FY 2006 UASI funds to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses for staffing State or local emergency operations centers (EOCs)
- Hiring of contracted security for critical infrastructure sites
- Public safety overtime
- National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
- Increased border security activities in coordination with CBP as outlined in Information Bulletin #135.¹³

¹³ Proposed operational activities should emphasize those measures that will increase border security in direct coordination with CBP personnel. State, local, and Tribal law enforcement personnel may provide increased enforcement presence by generally increasing their patrol presence at the border; by providing additional traffic

Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

2. Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, Joint Terrorism Task Forces (JTTF), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), and Terrorism Early Warning (TEW) groups.
3. Grant funds may be used towards the hiring of new staff and/or contractors to serve as intelligence analysts to support information/intelligence fusion capabilities. In order to be hired as an Intelligence Analyst, staff and/or contractor personnel must have successfully completed training to ensure baseline proficiency in *intelligence analysis and production*. Furthermore, costs associated with hiring new intelligence analysts are allowable only for the period of performance of the FY 2006 UASI and LETPP programs. Upon close-out of the FY 2006 grants, States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts.

The International Association of Law Enforcement Intelligence Analysts' (IALEIA) Educational Standard # 7 (page 14 of the IALEIA Analytic Standards booklet) provides standards on the categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. Successful completion the following courses satisfies the intelligence analyst training requirement:

- Intelligence Analyst Training Program (FLETC).
- Foundations of Intelligence Analysis Training (International Association of Law Enforcements Intelligence Analysis).

Additional courses are being identified and will be shared as soon as possible. A certificate of completion of such training must be on file with the SAA and should be made available to Preparedness Officers upon request upon the hiring of personnel.

control support at the border and at border patrol traffic checkpoints; and by enhancing their participation in the Integrated Border Enforcement Teams. This policy does not result in a change or extension of Federal authority to State, Tribal, or local law enforcement agencies to enforce Federal immigration laws. If Federal immigration violations are encountered, consistent with current practices, State, local, and Tribal agencies may refer those violations to CBP authorities for appropriate action. No funds may be obligated or drawn down in support of these activities without HQ-CBP approval of operational plans and without submission to and approval by G&T of budget detail worksheets. State, local, and Tribal law enforcement agencies shall not use this funding to supplant routine patrol and law enforcement operations or activities in order to perform other activities not directly related to providing an enhanced law enforcement presence.

C.4. Training

FY 2006 UASI funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include:

1. Establishment of support for, conduct of, and attendance at preparedness training programs within existing training academies/institutions, universities, or junior colleges. Preparedness training programs are defined as those programs related to prevention, protection, response, and or recovery from natural, technical, or manmade catastrophic incidents, supporting one or more Target Capabilities in alignment with national priorities as stated in the Goal. Examples of such programs include but are not limited to CBRNE terrorism, critical infrastructure protection, cyber security, and citizen preparedness.
2. Overtime and backfill costs associated with attendance at G&T-sponsored and approved training courses. UASI funding may also be used for training citizens in awareness, prevention, protection, response, recovery skills

C.5. Exercises

All Urban Areas are required to develop a Multi-year Exercise Plan and submit it to G&T on an annual basis. While Urban Area specific, this plan must tie into the Multi-year Exercise Plan developed by the State, and be in line with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. This combined schedule should also ensure that training and exercises complement each other. An example of a combined Multi-year Training and Exercise Plan can be found at the HSEEP Website or G&T Secure Portal. Further guidance concerning EPWs can be found in the HSEEP Volumes.

Urban Areas are eligible to apply for exercise direct support, but must do so in coordination with the SAA.

EXHIBIT L
REIMBURSEMENT REQUEST FORM

CITY OF LOS ANGELES

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 FY04

UASI FY03 Part 2

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 M
PURCHASING DETAIL WORKSHEET

