



**SUBAWARD AGREEMENT**

**34254**

Subrecipient: City of Long Beach

Title: FY 2015 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-127472

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## EXHIBITS

- Exhibit A DHS Standard Conditions and CalOES Assurances
  - Exhibit B Financial Management Forms Workbook
  - Exhibit C Modification Request and Reimbursement Request Forms
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  - Exhibit E Technology Standards
-

AGREEMENT NUMBER C-127472 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF LONG BEACH

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Long Beach, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

**I. GENERAL INFORMATION**

**§1.1 Federal Award Information**

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2015 Urban Area Security Initiative Grant Program, FAIN #EMW-2015-SS-00078, CFDA #97.067, Federal Award Date July 28, 2015.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$55,600,000.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

**§1.2 Subaward Information and Period of Performance**

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	<b>\$5,377,994.00</b>
Subaward Period of Performance ("Term"):	<b>September 1, 2015 to May 31, 2018</b>
Match Requirement:	<b>None</b>

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213)978-0687 Email: jeff.gorell@lacity.org

Party:	City of Long Beach
Authorized Representative:	Patrick West, City Manager
Authorized Department:	City of Long Beach
Address, Phone, Fax, E-mail:	333 West Ocean Boulevard Long Beach, CA 90802 Phone: (562) 570-6811 Fax: (562) 570-6138 Email: Patrick.west@longbeach.gov

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. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #15-0734, 1/26/16.)

Subrecipient warrants that it has obtained written authorization from its city council, governing board, or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient and the city council, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient and the city council, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

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## II. SUBAWARD TERMS AND CONDITIONS

### §2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2015 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2015 DHS Standard Terms and Conditions ("DHS Standard Conditions"), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2015 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2015 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances"), (6) CalOES Grant Management Memos ("GMM"), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

### §2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the "Workbook") and which is attached hereto as Exhibit B. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. In the event a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed, delivered and approved by the City and CalOES **prior** to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient under this Subaward in connection with such equipment, project or procurement.



E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 Agreement and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) Shall be made available pursuant to applicable terms of 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 LA/LBUA, 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; (2) Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) Shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary

to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

### §2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for "Applicant" and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. Subrecipient 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.
- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to*

*Federally-Funded Construction Projects* section of the CalOES Assurances.

- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section and the *California Public Records Act* section of the CalOES Assurances.
- N. When collecting Personally Identifiable Information (PII), Subrecipient must have a publicly-available policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions.
- Q. Subrecipient shall comply with the provisions set forth in the *Contract Provisions for Non-federal Entity Contracts under Federal Awards* section of the DHS Standard Conditions.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with the provisions set forth in the following sections of the CalOES Assurances; (1) *the Energy Policy and Conservation Act*, (2) *the Hotel and Motel Fire Safety Act of 1990*, (3) *the Terrorist Financing E.O. 13224*, and (4) *the USA Patriot Act of 2001*.

#### §2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**  
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. **Property Standards**  
When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward

funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient’s compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

#### H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.



4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2

CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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### III. STANDARD PROVISIONS

#### §3.1 Independent Party

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

#### §3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### §3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

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

#### §3.4 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.

§3.5 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.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

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

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

§3.8 Indemnification

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

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

### §3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

### §3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

### §3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

### §3.12 Amendments








Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

### §3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By <u></u> Deputy City Attorney</p> <p>Date <u>5/4/16</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By <u></u> Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date <u>5/9/16</u></p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By <u></u> Deputy City Clerk</p> <p>Date <u>5-11-16</u></p>	
<p>APPROVED AS TO FORM:</p> <p>By <u></u> City Attorney, Deputy</p> <p>Date <u>3/31/16</u></p>	<p>For: The City of Long Beach, a municipal corporation</p> <p>By <u></u></p> <p>Date <u>4/12/16</u></p>
<p>ATTEST:</p> <p>By <u></u> City Clerk</p> <p>Date <u>4/19/16</u></p>	<p>[SEAL]</p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/OARS File Number: C.F. #15-0734 Date of Approval 1/26/16  
 City Contract Number: C-127472



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EXHIBIT A

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## Fiscal Year 2015: DHS Standard Terms and Conditions

The FY 2015 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded after December 26, 2014. When continuation awards are funded with FY2015 funds, the terms and conditions under which the original award was administered will continue to apply.

### I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative, cost principles, and audit requirements that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

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

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### IV. **Age Discrimination Act of 1975**

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

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

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

### VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they

## Fiscal Year 2015: DHS Standard Terms and Conditions

share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

### VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### VIII. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII](#) of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

### IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

### X. **Debarment and Suspension**

All recipients must comply with Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

### XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*) which is adopted at [2 C.F.R. Part 3001](#), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

## Fiscal Year 2015: DHS Standard Terms and Conditions

### XII. **Duplication of Benefits**

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

### XIII. **Energy Policy and Conservation Act**

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

### XIV. **Reporting Subawards and Executive Compensation**

All recipients must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity, unless provided in paragraph D as required by 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" and the Federal Funding Accountability and Transparency Act 2006 (FFATA). Recipients must register at [www.sam.gov](http://www.sam.gov) and report the information about each obligating action in accordance with the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov).

### XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

### XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

### XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## Fiscal Year 2015: DHS Standard Terms and Conditions

### XVIII. **Hotel and Motel Fire Safety Act of 1990**

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

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

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to

## Fiscal Year 2015: DHS Standard Terms and Conditions

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### XXII. **Patents and Intellectual Property Rights**

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

### XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

#### a. **Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

#### b. **Contracts in excess of \$10,000.**

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants,

## Fiscal Year 2015: DHS Standard Terms and Conditions

including provisions on technical standards that ensure and enhance interoperable communications.

### XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

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

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

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

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

### XXIX. **Rehabilitation Act of 1973**

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

### XXX. **Universal Identifier and System of Award Management**

All recipients must maintain the currency of the information in the SAM until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

### XXXI. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a

## Fiscal Year 2015: DHS Standard Terms and Conditions

quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### XXXII. Use of DHS Seal, Logo and Flags

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

### XXXIII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

### XXXIV. DHS Specific Acknowledgements and Assurances

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

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



## **Fiscal Year 2015: DHS Standard Terms and Conditions**

proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

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



## Standard Assurances For All Cal OES Federal Grant Programs

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

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

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

### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

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

### **1. Proof of Authority**

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

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

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

**2. Period of Performance**

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

**3. Lobbying and Political Activities**

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

**4. Debarment and Suspension**

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

#### **5. Non-Discrimination and Equal Employment Opportunity**

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, 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) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) 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;
- (h) Sections 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;
- (i) 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;

- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

#### **6. Drug-Free Workplace**

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

#### **7. Environmental Standards**

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;

- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) 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.);
- (i) 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.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) 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.

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

#### **8. Audits**

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

#### **9. Access to Records**

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **11. Financial Management**

##### False Claims for Payment

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

#### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of

subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

### **13. Human Trafficking**

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

### **14. Labor Standards**

The Applicant will comply with the following federal labor standards:

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

### **15. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

### **16. Property-Related**

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard

area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), 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.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### **17. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

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

#### **18. Freedom of Information Act**

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

#### **19. California Public Records Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.



## **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **20. Personally Identifiable Information**

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

### **21. Disposition of Equipment**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

### **22. Reporting Accusations and Findings of Discrimination**

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

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

### **23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

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

### **24. Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**25. Energy Policy and Conservation Act**

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

**26. Hotel and Motel Fire Safety Act of 1990**

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

**27. Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

**28. USA Patriot Act of 2001**

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

**IMPORTANT**

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

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: Patrick West

Title: City Manager Date: 4/12/16

APPROVED AS TO FORM

March 31, 2016

CHARLES PARKIN, City Attorney

By   
MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

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EXHIBIT B

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Project Letter	Line #		LALB L#	Jurisdiction	Department	Project Name	Project Information			Sub-Solution	Expenditure Category	Sub-Line #s Total Allocated	Master Item #s Total Allocated
	Item #	Sub-Line #					Funding Source	Disc	Solution Area				
											\$5,377,094.00	\$0.00	
B	8	21	2	Long Beach	Police Department	Long Beach Common Operating Picture (LBCOP)	UASI	LE	Org	Intell/Anal Analysis and sharing/fusion center activities	Contractor Intelligence Analysts	\$ 171,800.00	
B	13	26	2	Long Beach	Police Department	Counter Terrorism and Intelligence Training and Conferences	UASI	LE	Train	Course Delivery and Evaluation	Travel	\$ 175,000.00	
C	17	37b	2	Long Beach	Police Department	Intelligence Analyst	UASI	LE	Org	Staff Expenses	Staff Intelligence Analysts	\$ 95,000.00	
E	26	51	3	Long Beach	Harbor	Mobile Camera Systems	UASI	LE	Equip	Information Technology	N/A	\$ 175,000.00	
E	26	52	3	Long Beach	Harbor	Virtual Port Integration	UASI	LE	Equip	Information Technology	N/A	\$ 125,000.00	
E	20	60	3	Long Beach	Police Department	Regional Aerial Lift Truck	UASI	LE	Equip	Physical Security Enhancement Project	N/A	\$ 145,000.00	
F	30	63	3	Long Beach	Police Department	CBRNE Response SUVs	UASI	LE	Equip	CBRNE Incident Response Vehicle	N/A	\$ 165,000.00	
F	31	64	3	Long Beach	Fire Department	CBRNE Incident Response Vehicle	UASI	FS	Equip	CBRNE Incident Response Vehicle	N/A	\$ 500,000.00	
F	34	69	3	Long Beach	Fire Department	CBRNE Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 44,500.00	
D	43	85	3	Long Beach	Police Department	Maintenance and Sustainment Project	UASI	LE	Equip	Physical Security Enhancement Project	N/A	\$ 950,000.00	
G	45	89	3	Long Beach	Fire Department	Dive Operations Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 60,000.00	
J	46	90	3	Long Beach	Fire Department	Marine Response Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 4,125.00	
H	49	94	3	Long Beach	Fire Department	Marine Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 75,900.00	
H	50	96	3	Long Beach	Police Department	CalCOP Digital Sandbox (DS) Assessment Team	UASI	LE	Org	Intell/Anal Analysis and sharing/fusion center activities	Staff Intelligence Analysts	\$ 150,000.00	
A	53	99	3	Long Beach	Fire Department	Regional Training Group Staffing	UASI	FS	Org	Equip/Resource/Project Mgt.	Consultant	\$ 220,000.00	
M	71	126	4	Long Beach	Health and Human Services	Plan of Dispensing Security Plans	UASI	PH	Plan	Design/Develop/Conduct/ Evaluate	Consultant	\$ 60,500.00	
H	72	129	4	Long Beach	Fire Department	CERT Equipment	UASI	FS	Equip	Other Authorized Equipment	N/A	\$ 170,040.00	
O	82	149	4	Long Beach	Health and Human Services	Environmental Health Hazards Material Response Exercise	UASI	PH	Exercise	Design/Develop/Conduct/Evaluate	Consultants	\$ 75,000.00	
D	84	155	4	Long Beach	Fire Department	All Hazards Incident Management Team (AHIMT) Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 225,000.00	
D	84	157	4	Long Beach	Fire Department	Hazardous Materials Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 223,901.00	
D	84	165	4	Long Beach	Fire Department	Urban Search and Rescue Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 229,428.00	
O	132	168	4	Long Beach	Fire Department	Urban Search and Rescue Training	UASI	FS	Train	Course Delivery and Evaluation	Materials and Supply	\$ 100,000.00	
D	95	201	4	Long Beach	Police Department	Terrorism Response and Recovery Training, Conference and Exercise	UASI	LE	Train	Course Delivery and Evaluation	Travel	\$ 77,595.00	
D	88	206	4	Long Beach	Police Department	Terrorism Response and Recovery Training, Conference and Exercise	UASI	LE	Exercise	Conduct/Attend/Evaluate	Staff Expenses	\$ 30,000.00	
O	104	212	4	Long Beach	Disaster Preparedness	Homeland Security and Catastrophic Incident Training	UASI	EMG	Train	Course Delivery and Evaluation	Consultant	\$ 30,000.00	
P	117	234	4	Long Beach	Fire Department	Hazardous Materials Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 200,435.00	
P	118	241	4	Long Beach	Fire Department	Urban Search and Rescue Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 203,668.00	
P	119	245	4	Long Beach	Health and Human Services	Laboratory Detection & Sampling Equipment	UASI	PH	Equip	Detection Equipment	N/A	\$ 40,000.00	
P	120	249	4	Long Beach	Disaster Preparedness	Satellite Phone (Phase II)	UASI	EMG	Equip	Interoperable Communications Equipment	N/A	\$ 80,000.00	
P	122	246	4	Long Beach	Fire Department	ITC Equipment	UASI	FS	Equip	Other Authorized Equipment	N/A	\$ 79,000.00	
P	123	250	4	Long Beach	Health and Human Services	Mobile Operations Command Vehicle (30' utility vehicle)	UASI	EMG	Equip	Other Authorized Equipment	N/A	\$ 50,000.00	
O	126	259	4	Long Beach	Police Department	Regional Mass Care Sheltering Supplies (Phase Three)	UASI	LE	Equip	Other Authorized Equipment	N/A	\$ 165,000.00	
R	127	262		Long Beach	Disaster Management	Management & Administration - Staff Salaries	UASI	GA	M & A	Grant Admin	Staff Salaries	\$ 60,000.00	

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EXHIBIT C

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### LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



**REQUIREMENTS FOR SUBMISSION:**

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
<i>Grant Specialist to complete</i>		<b>Summary and reason for modification request:</b>		<b>Are the modified ledgers attached electronically?</b>		<b>Will the project require approvals?</b>
Contract Amount	\$ -			<i>Equipment Ledger</i>	EHP	
Revised Amount	\$ -			<i>Training Ledger</i>	Sole Source	
Amendment Y/N?				<i>Organization Ledger</i>	EOC	
25% Increase	\$ -			<i>Planning Ledger</i>	Watercraft	
Council/14.8 Y/N?				<i>Exercise Ledger</i>	Aircraft	

**Modified From:**

Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
From										\$ -		
From										\$ -		
From										\$ -		
From										\$ -		
From										\$ -		
<b>Total:</b>										\$ -		

FMU ONLY

**Modified To:**

Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
<b>Total:</b>										\$ -		

FMU ONLY

**MOPS Use Only:**

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

### Project Timeline

Does your Modification Request require a change to your Project Timeline?

If Yes, please complete the Project Timeline below. All modification requests MUST allow for project completion within the grant performance period.

	Milestone	Timeline		Comments
	Select one per line, up to ten for the project.	Start	Finish	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Additional notes on project timeline:



**CITY OF LOS ANGELES  
URBAN AREAS SECURITY INITIATIVE GRANT  
Reimbursement Request Form**

Return Reimbursement Requests to:

Grant Specialist  
Mayor's Office of Public Safety  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012

Jurisdiction: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Expenditure Period: begin \_\_\_\_\_ end \_\_\_\_\_

Prepared By: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

UASI FY 13 <input type="checkbox"/>	Project Letter: _____
UASI FY 14 <input type="checkbox"/>	Master Item #: _____
UASI FY 15 <input type="checkbox"/>	Sub-Line #: _____

**REIMBURSEMENT SUMMARY**

DIRECTIONS: Please submit one Reimbursement Request Form for each UASI grant year, fiscal year, and type of expenditure. Follow the Reimbursement Request Checklist to compile supporting documentation, and then complete the Typed Resource Report and the associated Roster(s). **Please remember that if the reimbursement includes personnel or consultant fees, those rosters will also need to be completed.**

Type of Expenditure	Authorized Total Amount	Previously Requested	Current Request	Cumulative Request	Balance
				\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -

Please mark this box to indicate final request for reimbursement

*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 costs 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 \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

**Please Remit Payment To:**

Agency \_\_\_\_\_

Address (Line 1) \_\_\_\_\_

Address (Line 2 - Optional) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Mayor's Office Use Only**

Invoice Tracking: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Cash Request: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Document ID: \_\_\_\_\_

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
EQUIPMENT CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$100,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$100,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:**

- Purchase Order**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- Equipment Roster:** Complete the attached 'Equipment Roster.' Submit electronically to your Grant Specialist and to [HSPS.Compliance@lacity.org](mailto:HSPS.Compliance@lacity.org)
- State Approvals:** EHP Approval, Watercraft Approval, Aircraft Approval, EOC Approval, as applicable. All requests must obtain State approval **PRIOR** to purchase. There are **NO** exceptions or retroactive approvals.
- Performance Bond:** All equipment items over \$250,000 or any vehicle, aircraft or watercraft **MUST** obtain a performance bond. A copy of the performance bond must be submitted to your Grant Specialist as soon as it is obtained, with an additional copy provided with the Reimbursement Request Form.

Completed By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Project	Master Item #	Sub-Line #	Equipment Description (Quantity)	AEL #	AEL Title	Invoice Number	Vendor	ID Tag Number	Internal ID Tag Number (if applicable)	Condition & Disposition	Deployed Location	Acquired Date	Acquired Cost	Equipment Custodian

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
TRAINING CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.  
**Please contact your Grant Specialist with any questions about required supporting documentation.**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$100,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$100,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**TRAINING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order Or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit copies of the Agenda **AND** submit Class Roster/Sign-in Sheets or Certificate of Completion with training date.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- Consultant Roster:** Complete the attached 'Consultant Roster.'
- State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- Total No. of Grant-Funded Trainees:** \_\_\_\_\_ **Total No. of Grant-Funded Instructors:** \_\_\_\_\_

**TRAINING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the training.
- Class Roster/Sign-in Sheets or Certificate of Completion with Training Date:** If claiming for Backfill the Class Roster/Sign-in Sheet or Certificate of Completion should be for the person who attended the training.
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. International trainings require State approval. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or training/conference fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see [www.gsa.gov](http://www.gsa.gov) for approved per diem rates.
- Total No. of Grant-Funded Trainees:** \_\_\_\_\_ **Total No. of Grant-Funded Instructors:** \_\_\_\_\_

Completed By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
EXERCISE CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation.**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$100,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$100,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**EXERCISE PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit copies of Sign-in Sheets **AND** submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'
- State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. There are **NO** exceptions or retroactive
- Exercise Date:** \_\_\_\_\_ **Number of Exercise Participants:** \_\_\_\_\_

**EXERCISE PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the exercise.
- Sign-in Sheets or Certificate of Completion with Exercise Date:** If claiming for Backfill, the Sign-in Sheet or Certificate of Completion should be for the person who attended the exercise.
- State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. **NO** exceptions or retroactive approvals.
- Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or exercise fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see [www.gsa.gov](http://www.gsa.gov) for approved per diem rates.
- After Action Report:** Submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- Exercise Date:** \_\_\_\_\_ **Number of Exercise Participants:** \_\_\_\_\_

Completed By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
PLANNING CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$100,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$100,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**PLANNING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'

**PLANNING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for.
- Personnel Roster:** Complete the attached 'Personnel Roster.'
- Final Product:** Submit a copy/copies of the Final Product as outlined in the workbook OR submit intermittent deliverables as discussed with your Grant Specialist.

Completed By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
ORGANIZATION CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$100,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$100,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**ORGANIZATION PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'

**ORGANIZATION PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill,
- Personnel Roster:** Complete the attached 'Personnel Roster.'
- Federal Request:** If requesting reimbursement for Overtime, include a copy of the Federal Request for Overtime. This applies

Completed By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Grant-Funded Typed Resource Report**

**Tool Instructions:**

1. Each row should contain the equipment purchased with, or training held, using grant funds for current reporting period. If more than one of the SAME equipment item was purchased, please use one line and note the quantity in the 'Comments' section. Otherwise, use a different line for each different equipment item purchased. Do not report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed. The description and listing of NIMS typed resources can be found at: <https://rtdh.placcenter.org/Public>.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show multiple 'Core Capability Supported' columns.

Enter the cost of the equipment or training.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Additional Core Capability Supported:	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	Mass Search and Rescue Operations	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination		\$ 150,000.00	This training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services		\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	USAR Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	Infrastructure Systems	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.



Project	Consulting Firm & Consultant Name	Project & Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Period of Expenditure	Fee For Deliverable	Billable Hour Breakdown		
									Total Salary & Benefits charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours
A	XYZ and Associates	Develop a regional mass evacuation plan	Mass Evacuation Plan	Planning	Develop and Enhance Plans, Protocols & Systems	Consultant/Contractor Fee	2/1/14-8/1/14	50,000			

Project	Employee Name	Project/Deliverable	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total salary & Benefits charged for this Reporting Period	Total Project Hours
<i>A</i>	<i>Officer J. Smith</i>	<i>Alliance: Planning/Validation, Training &amp; Exercise</i>	<i>LE</i>	<i>Planning</i>	<i>Develop and Enhance Plans, Protocols &amp; Systems</i>	<i>1/11/15-1/24/15</i>	<i>3,500</i>	<i>80</i>

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EXHIBIT D

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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

**AVIATION EQUIPMENT REQUEST FORM**

Homeland Security Grant Program FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Cal OES ID#: \_\_\_\_\_

Urban Area Security Initiative (UASI) FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Cal OES ID#: \_\_\_\_\_

Project Amount: UASI: \$ \_\_\_\_\_ SHSGP: \$ \_\_\_\_\_

City/County/Agency Name: \_\_\_\_\_

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____
---

2. Provide a description of the area that will be served by the requested equipment.
3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.
5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.
6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.
7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
  
9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
  
10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

**California Governor's Office of Emergency Services**

**WATERCRAFT REQUEST**

Subgrantee Name: \_\_\_\_\_

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Project Amount: UASI \$ \_\_\_\_\_ SHSP \$ \_\_\_\_\_

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____	Watercraft- Related Equipment _____
------------------	-------------------------------------

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

**California Governor's Office of Emergency Services**

**WATERCRAFT REQUEST**

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

**California Governor's Office of Emergency Services**

**ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST**

Subgrantee Name: \_\_\_\_\_

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC \_\_\_\_\_

Alternate/Back-up/Duplicate EOC \_\_\_\_\_

2. Physical address of facility:

\_\_\_\_\_

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		







OMB Control#: 1660-0115  
Expiration Date: 10/31/2013  
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
**ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM**

**Directions for completing this form:** This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

*There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed.* Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website:

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <http://www.fema.gov/plan/ehp/ehpreview/index.shtm>

*Submit completed form through your grant administrator who will forward it to [GPDEHPInfo@dhs.gov](mailto:GPDEHPInfo@dhs.gov). Please use the subject line: **EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx)**.*

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**Paperwork Burden Disclosure Notice**

*Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).*

## SECTION A. PROJECT INFORMATION

DHS Grant Award Number:..... \_\_\_\_\_

Grant Program: ..... \_\_\_\_\_

Grantee ..... \_\_\_\_\_

Grantee POC: ..... \_\_\_\_\_

Mailing address: ..... \_\_\_\_\_

E-mail: ..... \_\_\_\_\_

Sub grantee: ..... \_\_\_\_\_

Subgrantee POC:..... \_\_\_\_\_

Mailing address: ..... \_\_\_\_\_

E-mail: ..... \_\_\_\_\_

Estimated cost of project: ..... \_\_\_\_\_

Project title: \_\_\_\_\_

Project location (physical address or latitude-longitude): \_\_\_\_\_

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

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## SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1.  **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2.  **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3.  **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;

alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

- 4.  **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
- 5.  **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
- 6.  **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
- 7.  **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

### SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

- 1.  **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each:..... \_\_\_\_\_
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known): ..... \_\_\_\_\_
  - c. Complete Section D.
  
- 2.  **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): ..... \_\_\_\_\_
  - b. Provide the location of the training (physical address or latitude-longitude): ..... \_\_\_\_\_
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf> : .....  Yes  No
    - If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address): ..... \_\_\_\_\_
    - If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):..... \_\_\_\_\_

- Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? .....  Yes  No
- If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:..... \_\_\_\_\_
- If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):..... \_\_\_\_\_

- d. Would any equipment or structures need to be installed to facilitate training? .....  Yes  No
- If Yes, complete Section D

3.  **Renovations/upgrades/modifications, or physical security enhancements to existing structures.**

- a. Complete Section D.

4.  **Generator installation.**

- a. Provide capacity of the generator (kW): ..... \_\_\_\_\_
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): .. \_\_\_\_\_
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): ..... \_\_\_\_\_
- d. Complete Section D.

5.  **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): ..... \_\_\_\_\_
- b. Provide technical drawings or site plans of the proposed project: .....  Attached
- c. Complete Section D.

6.  **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): ..... \_\_\_\_\_
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: ..... \_\_\_\_\_

**Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.**

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for communications towers. Available at: <http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf>

Environmental and Historic Preservation Screening Form – June 2012

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: .....
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: .....
  - If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: .....
- e. Would the tower be free-standing or require guy wires? .....  Free standing  Guy wires
  - If guy wires are required, state number of bands and the number of wires per band:.....
  - Explain why a guyed tower is needed to meet the requirements of this project: .....
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?.....
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):.....
- h. Describe the frequency and seasonality of fog/low cloud cover:.....
- i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: .....
- j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?.....  Yes  No
  - Describe how presence/absence of bird roosts or rookeries was determined: .....
- k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: .....
- l. Distance to nearest existing telecommunication tower: .....
- m. Have measures been incorporated for minimizing impacts to migratory birds?.....  Yes  No
  - If Yes, describe: .....
- n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?.....  Yes  No
  - If Yes, provide Registration #: .....
  - If No, why? .....
- o. Has the FCC E106 process been completed?.....  Yes  No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed?.....  Yes  No
  - If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

Notification System (TCNS), if applicable. FRN#:..... \_\_\_\_\_

- q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)?.....  Yes  No

- If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:..... \_\_\_\_\_

r. Complete Section D.

7.  **Other.** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: ..... \_\_\_\_\_

b. Complete Section D.

### SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1.  **Project installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed: ..... \_\_\_\_\_  
\_\_\_\_\_

- b. Would ground disturbance be required to complete the project or training? .....  Yes  No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):..... \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):..... \_\_\_\_\_

c. Would the equipment use the existing infrastructure for electrical distribution systems? .....  Yes  No

- If No, describe power source and detail its installation at the site: ..... \_\_\_\_\_

2.  **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:..... \_\_\_\_\_

- If the building or structure involved is over 45 years old and

significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):.....

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? .....  Yes  No
  - If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: .....
  
- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov>.....  Yes  No
  - If Yes, identify the name of the historic property, site and/or district and the National Register document number:.....

3.  **Site photographs, maps and drawings**

- a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.
  - Labeled, color, ground-level photographs of the project site:.....  Required
  - Labeled, color photograph of each location where equipment would be attached to a building or structure:.....  Required
  - Labeled, color aerial photograph of the project site:.....  Required
  - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): .....  Attached
  - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): .....  Attached
  
- b. Are there technical drawings or site plans available? .....  Yes  No
  - If yes, attach: .....  Attached

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**Appendix A has guidance on preparing photographs for EHP review**

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4.  **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? .....  Yes  No
  - If Yes, attach documentation with this form: .....  Attached
  
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? .....  Yes  No
  - If Yes, attach documentation with this form:.....  Attached



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c. Was a NEPA document was prepared for this project? .....  Yes  No

• If Yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency:.....

Date approved:.....

## **Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions**

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

### **Minimum requirements for photographs.**

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

### **Best Practices**

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)<sup>1</sup> or saving the file in pdf format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

### **Options for Creating Photographs**

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.<sup>1</sup> Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

## Example Photographs

**Aerial Photographs.** The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

**Ground-level photographs.** The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment

**Ground-level photograph with equipment close-up.**

Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,<sup>1</sup> this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

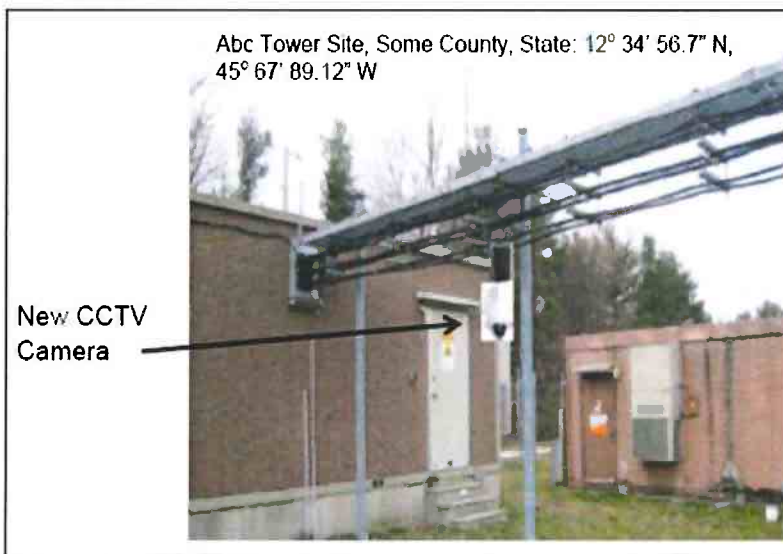


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

**Ground-level photograph with excavation area close-up.**

The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

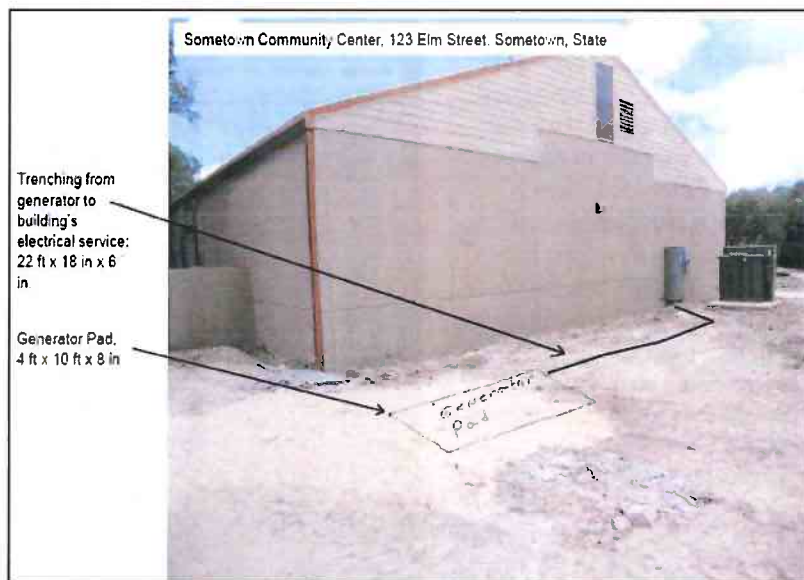


Figure 4. Ground-level photograph showing proposed ground disturbance area.

**Communications equipment photographs.** The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

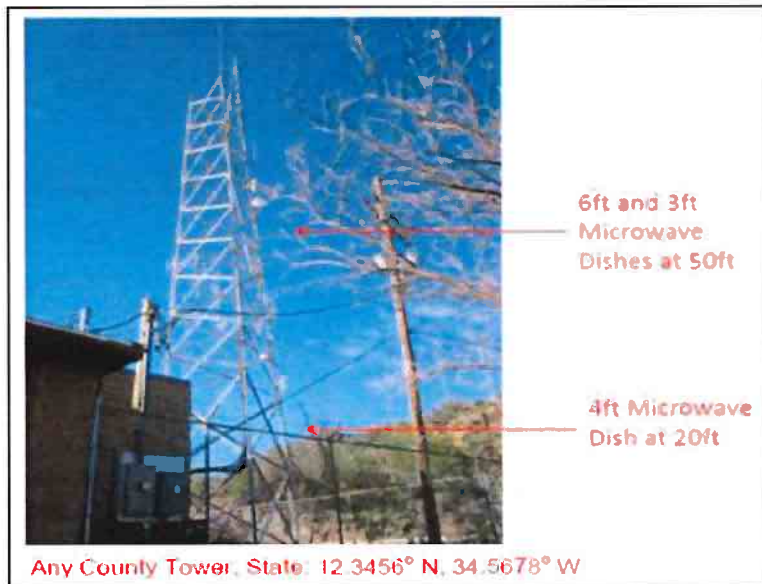


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

**Interior equipment photographs.** The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

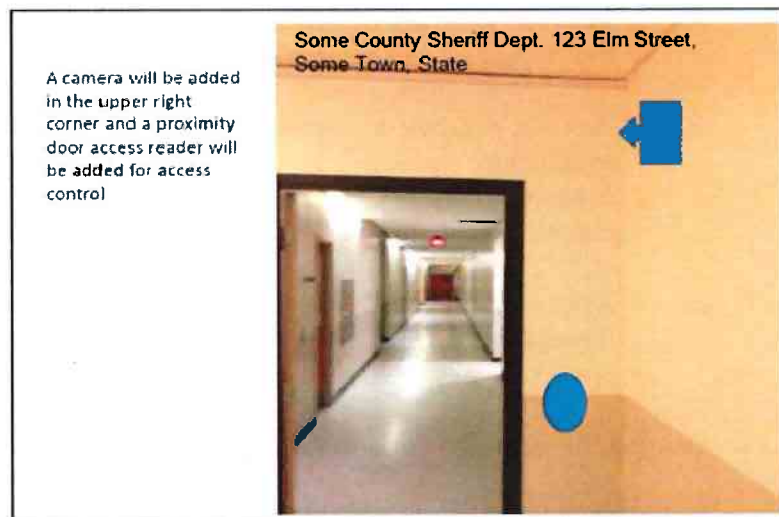


Figure 6. Interior photograph showing proposed location of new equipment.

**Ground-level photographs of nearby historic structures and buildings.** Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

<sup>1</sup> Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

Homeland Security Grant Program FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ CalOES ID# \_\_\_\_\_

Subgrantee name: \_\_\_\_\_ Project: \_\_\_\_\_

**REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION**

1. Project name: \_\_\_\_\_ Project Budget: \$ \_\_\_\_\_
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.
  - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
  - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)
  - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

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EXHIBIT E

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## **Technology Project Standards**

### **1. Virtual Port (Data System Projects)**

- 1) Web-based software: system on browser technology instead of proprietary system
- 2) API or STK software integration tools- application is typically provided by the manufacturer
- 3) Exchange protocols: 128 bit encryption
- 4) Dual authentication

### **2. Downlink Project**

1. Ability to go non-encryptic for both receivers and transmitters
2. 6.5 GHz Range
3. High-gain antennas
4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

### **3. SMART Classroom**

1. 2 Mbps minimum bandwidth
2. Code-X Specs- minimum of C40 (2 video outputs)
3. Camera Specs- 1080 dpi
4. Firewall settings:
5. IT personnel required for set-up/installation

### **4. LARCOPP**

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC's mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs', Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP's/IAP's

Downlink Receiver – Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.



Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone's incidents and information live. It also allows us to works together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

## **5. License Plate Recognition (LPR)**

### **Overview:**

Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

### **System Requirements:**

- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
  - GPS location;
  - Date;
  - Time;
  - Source (vehicle ID/fixed identifier);
  - Alert reason;

- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

### **Hardware:**

- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

### **Network Conditions:**

- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

### **Warranty and Maintenance:**

- System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

### **Regional Sharing:**

- Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum of Agreement to share data between LA-LB UASI law enforcement members (to be developed and provided prior to final grant award);