

Subrecipient Agreement

31047

Grant Year 2007

State Homeland Security

Grant Program

**AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
THE CITY OF LONG BEACH**

THIS AGREEMENT is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Long Beach, a *public agency* (the "Subrecipient")

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 28 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance directly to The California Office of Homeland Security (OHS) for the Fiscal Year (FY) 2007 State Homeland Security Grant Program (SHSGP); and

WHEREAS, the OHS, provides said funds to the Los Angeles County Office of Emergency Management (OEM) as its Subgrantee, and OEM is responsible for managing the Grant and overseeing the funds which are distributed, by OEM, to various County departments and other jurisdictions within Los Angeles County.

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

WHEREAS, the County of Los Angeles has designated the OEM, to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the OEM as Subgrantee has obtained approval of a SHSGP FY 2007 Grant from OHS for the Subrecipient in an amount \$250,401; and

WHEREAS, the OEM now wishes to distribute SHSGP Grant Funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement as authorized by the County Board of Supervisors which authorizes OEM to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple St., Los Angeles, CA 90012.; and
- B. City of Long Beach a public agency, having its principal office at 333 W. Ocean Blvd., Long Beach, CA 90802

§102. Representatives of the Parties and Service of Notices

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

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

Administrator
Los Angeles County Office of Emergency Management
1275 North Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 980-2261
Fax: (323) 881-6897

- 2. The representative of Subrecipient shall be:

Name: Casey Chel
Organization: City of Long Beach - Fire Department
Address: 2990 N. Redondo Avenue
City/State/Zip: Long Beach, CA 90806
Phone: (562) 570-9251
Fax: (562) 570-9254

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §412.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon execution by all parties and shall expire 30 months thereafter, or upon the final disbursement of all of the grant amount as defined in Section III of this Agreement and any additional period of time as is required to complete any necessary closeout activities. OHS may require performance milestones within the prescribed period of this Agreement. Consequently OEM may set internal due dates in order to allow time for the proper review of the submitted items. The above timeframe is subject to change due to unforeseen circumstances. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan for the SHSGP FY 2007 Grant, which has been approved by OHS. This information is contained in the copy of the final grant award letter and worksheets from OHS attached hereto as Exhibit C.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/epls/search> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract justification must be presented to OEM, who upon review, will request approval from OHS. Such approval in writing must be obtained prior to the commitment of funds.

- E. Subrecipient shall interface with OEM's Grant Management System as required throughout the terms of this Agreement.
- F. Subrecipient shall provide monthly status reports to OEM indicating their progress on meeting program goals and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15th of the following month.
- G Subrecipient shall provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to OEM no later than March 31st of the year following the reporting period.
- H Subrecipient shall provide a Corrective Action Plan to OEM within 30 days of any audit finding.
- I. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with OHS grant program requirements. Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.
- J. Any equipment acquired pursuant to this Agreement shall be authorized in FY 2007 G&T Authorized Equipment List (AEL) available online at <http://www.rkb.mipt.org> and the Allowable Cost Matrix, to the FY 2007 Homeland Security Grant Program, Program Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit D. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the SHSG 2007 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- K. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as tangible

nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.

1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
 3. An Equipment Ledger shall be maintained listing each item of Equipment acquired with SHSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County's Auditor-Controller. The Equipment Ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number; (d) the fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 28 C.F.R. Part 66.42.
 4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every year or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- L. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland Security Grant Program, Program Guidance and Application Kit, pages 27-32 or subsequent grant year programs and must be first submitted to OEM and then pre-authorized by OHS at <http://www.calguard.ca.gov/cajs-hs/nonslgcpForm.htm>. A catalog of Federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.

- M. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland and Security Grant Program, Program Guidance and Application Kit, pg 32-37 or subsequent grant year programs. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland and Security Grant Program, Program Guidance and Application Kit, pg 23 or subsequent grant year programs.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient the grant amount of \$250,401 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by OEM. All expenditures shall be for the purchase of equipment, planning, exercises, and training as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the FY 2007 SHSGP Grant Award Letter and Worksheets from OHS.
- B. Subrecipient shall submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipients' payment to vendors and/or prescribed due dates by OEM and/or OHS. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form (attached hereto as Exhibit E). All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from OHS and that an OHS tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise.

- C. If Subrecipient has not expended grant funds by a prescribed due date, OEM at its discretion, upon notice to Subrecipient, may reallocate the unclaimed funds to another Subrecipient and the payment amount specified in §301.A., above, will be reduced accordingly.
- D. Notwithstanding anything to the contrary herein, Subrecipient may procure equipment through the "Equipment Purchase Assistance Program," as more fully described in "Fiscal Year 2007, Homeland Security Grant Program, Program Guidelines and Application Kit, Appendix D page D-2. Under this program, the Federal Government will pay the vendor directly, and the dollar amount of this Agreement as stated in §301. A., above, shall be reduced by the corresponding amount. Subrecipient shall notify the County of Los Angeles thirty (30) days prior to using the "Equipment Purchase Program," and shall submit to the County of Los Angeles a final report reconciling the full amount of this Agreement, ninety (90) days before this Agreement terminates.

- E. Payment of final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- F. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- G. Funding for all periods of this Agreement is subject to the continuing availability to the County of Los Angeles of Federal funds for this program. This Agreement may be terminated immediately upon written notice to Subrecipient of a loss or reduction of Federal grant funds, but Subrecipient shall be paid as provided for hereunder for any expenditures made or recoverable costs incurred prior to the Subrecipient receipt of such notice.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

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

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.

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

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. Office of Management and Budget (OMB) Circulars

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

Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.); OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years upon completion of a monitoring report that is approved by OHS. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

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

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor Agreements. The Subrecipient shall submit all Subcontractor Agreements to the County of Los Angeles for review prior to the release of any funds to the subcontractor. The County of Los Angeles shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

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

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

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

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

9. Civil Rights

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

10. Environmental

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

Subrecipient shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

By signing this Agreement, Subrecipient ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

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

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

11. Preservation

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

12. Suspension and Debarment

Subrecipient shall, as applicable, comply with Title 28 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 28 Code of Federal Regulations (CFR) Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 CFR Part 66; EO 12372; (Financial Management Guide US Department of Homeland Security Directorates Preparedness January 2006, *Financial Guide*; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

Provisions of Title 2, 6, 28,44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

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

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

3. Noncompliance

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2007 Program Guidance and Application Kit and in the "Grant Assurances", attached hereto as Exhibit F. By signing these Grant Assurances and accepting the Program Guidances, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the County of Los Angeles for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles shall report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State shall determine whether to seek protection on the Invention. The State shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L.

98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the State or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient shall comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

Subrecipient agrees to give fair and reasonable consideration to any requested compliance with all future Los Angeles County, or any rules, amendments or requirements promulgated by the County of Los Angeles affecting this Agreement.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

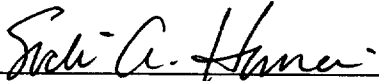
This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and Six (6) Exhibits which constitute the entire understanding and agreement of the parties.

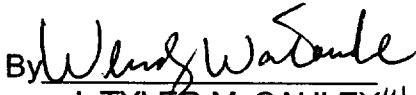
IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

By 
WILLIAM T. FUJIOKA
Chief Executive Officer


7-9-08
Date


By 
SACHI A. HAMAI
Executive Officer, Board of Supervisors

By 
J. TYLER McCAULEY Wendy L. Waterhouse
Acting Auditor-Controller

APPROVED AS TO FORM
BY COUNTY COUNSEL

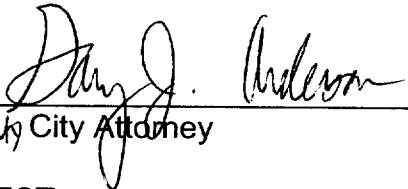
RAYMOND G. FORTNER, JR.

BY 
DONOVAN M. MAIN
Chief Deputy County Counsel

BY  Assistant City Manager
City Manager/County Dept Head
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

5.2.08
Date

APPROVED AS TO FORM

BY 
Deputy City Attorney

4/21/08
Date

ATTEST

BY 
City Clerk

5-18-2008
Date

EXHIBITS

- Exhibit A Certification Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Final Grant Award Letter and Worksheets
- Exhibit D Allowable Cost Matrix
- Exhibit E Reimbursement Request Form
- Exhibit F Grant Assurances

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT B

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

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

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

AGREEMENT NUMBER

City of Long Beach

CONTRACTOR/BORROWER/AGENCY

Casey Chel, Manager, Fire Dept. Disaster Management Bureau

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

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

**Governor's Office of Homeland Security
 Grant Management Section**

Project	Project Name	Solution Area	Solution Area Sub-Category	Discipline	Funding Source	Total Obligated	Amount Approved Previous	Amount This Request	Total Approved	Remaining Balance	Percent Complete %
						\$19,320,037	\$-	\$-	\$-	\$10,855,799	44%
1 A	IJ1_3 Glendale - Complete one of the two regional training sites-training props (\$500,000)	Train	Training Course and Program Development, Delivery, or Evaluation	FS	SHSGP	\$500,000	-				0%
2 A	IJ1_3 Sante Fe Springs FD - Complete one of the two regional training sites-training props (\$300,000)	Train	Training Course and Program Development, Delivery, or Evaluation	FS	SHSGP	\$300,000	-				0%
3 A	IJ1_4 - LACO Operational Area Regional CBRNE Training Site Development: Continued development of the Del Valle Regional training facility.	Train	Training Course and Program Development, Delivery, or Evaluation	FS	SHSGP	\$650,000	-				0%
4 A	IJ1_7 MENTAL HEALTH Development plans and exercises for a family assistance center.	Plan	Develop or Conduct Assessments	HM	SHSGP	\$350,000					0%
5 A	IJ1_10 - Support for OA participation in state Golden Guardian 2008 Exercise. Exercise will involve all levels of SEMS and NIMS planning.	Exerc	Training Course and Program Development, Delivery, or Evaluation	EMG	SHSGP	\$500,000					0%
6 A	IJ1_13 Region-wide series of exercises involving Metrolink and Metro rail lines	Exerc	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	LE	LETPP	\$325,724					0%
7 A	IJ3_44 This project will provide the final engineering and design documents for the Los Angeles Regional Interoperability Communications System. (LARICS) This investment will move the project to the point of construction.	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	LE	LETPP	\$5,269,134	-				0%
8 A	IJ5_40 - LACO EMIS: To replace the existing Emergency Management Information System (EMIS). The deliverables include: Hiring a consultant to assist in writing an RFP; Review/Evaluation of submitted responses to the RFP; Selection based on the Review/Evaluation of those responses.	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	EMG	SHSGP	\$760,308	-				0%
9 A	IJ6_10 MENTAL HEALTH Hire a consultant to research and develop best practices/evidence based disaster mental health interventions. Develop findings into a training and deliver a train the trainer course. The training will then be delivered to mental health professionals and non-mental health professionals. Training will include SEMS/NIMS. The training will also include the needs of special populations that are physically disabled and the severely and persistently mentally ill. Create Training program and conduct Exercise approved by DHS	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	HM	SHSGP	\$500,000					0%
10 A	IJ6_14 - Pasadena Health Strategic National Stockpile (SNS) and Point of Distribution (POD) Training	Train	Training Course and Program Development, Delivery, or Evaluation	HC	SHSGP	\$70,000					0%
11 A	IJ6_15 - Pasadena Health Strategic National Stockpile (SNS) and Point of Distribution (POD) SNS/POD Training Exercises	Exerc	Training Course and Program Development, Delivery, or Evaluation	HC	SHSGP	\$85,683					0%
12 A	IJ6_16 - Pasadena Health NIMS/SEMS Emergency Plan Training and Exercises	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	HC	SHSGP	\$75,000	-				0%
13 B	IJ1_9 - Tsunami signage for all coastal cities and Marina del Rey unincorporated area.	Equip	Other Authorized Equipment	EMG	SHSGP	\$250,000	-				0%
14 B	IJ2_6 CERT Training Site Development (LACOFD Pomona & Lancaster)	Equip	Interoperable Communications Equipment	FS	SHSGP	\$600,000	-				0%

**Governor's Office of Homeland Security
 Grant Management Section**

15	B	IJ2_7 - Expand the Emergency Survival Program marketing and outreach to benefit the entire LA County Operational Area	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	EMG	SHSGP	\$120,486	-			120,486	0%
16	B	IJ2_8 Regional CERT Trailers (LACOFD Pomona & Lancaster)	Equip	CERT Team Member and Volunteer Responder Equipment	FS	SHSGP	\$110,737	-			110,737	0%
17	B	IJ2_12 - The SNAP project is an online emergency planning tool consisting of an interactive set of databases tied to geographical mapping. Specific Needs Assessment Program (SNAP)	Plan	Develop, Coordinate, Implement or Evaluate Programs, Groups, Councils or Teams	EMG	SHSGP	\$120,486	-			120,486	0%
18	C	IJ3_31 Purchase 120 interoperable radios for County Wide Interoperable Radio System (CWIRS). Cost includes radios, chargers, batteries, antennae, set-up and yearly maintenance fees. Will provide connectivity between 88 cities, 8 DMACs, and the County EOC.	Equip	Interoperable Communications Equipment	EMG	SHSGP	\$217,375	-			217,375	0%
19	D	IJ4_8 - Glendora - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$25011 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security (City to fund balance of 2nd unit)	Equip	Intervention Equipment	LE	SHSGP	\$35,866	-			35,866	0%
20	D	IJ4_8 - Monrovia - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011	-				
21	D	IJ4_8 - Torrance - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011	-				
22	D	IJ4_8 - Manhattan Beach - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011	-				

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23	D	IJ4_8 - Covina - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011												
24	D	IJ4_8 - Gardena - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011												
25	D	IJ4_8 - Irwindale - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	SHSGP	\$25,011												
26	D	IJ4_8 - Sierra Madre - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	LETPP	\$25,011												
27	D	IJ4_8 - Bell Gardens - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	LETPP	\$25,011												
28	D	IJ4_8 - Monterey Park Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city. AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	LETPP	\$25,011												

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	IJ4_8 - Culver City - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city.												
29	D	AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	LETPP	\$25,011						
		IJ4_8 - South Pasadena - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.)	Equip	Intervention Equipment	LE	SHSGP	\$10,066						
		IJ4_8 - South Pasadena - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.)	Equip	Intervention Equipment	LE	LETPP	\$14,945						
		IJ4_8 - Pasadena - Automated License Plate Recognition System (ALPR) for physical security enhancements and terrorism incident prevention equipment. Part of a mobile and fixed camera system for law enforcement vehicles and fixed sites to identify potential terrorist activities and for information and intelligence analysis to support LA-JRIC. The system will compare commonality among license plates that visits the same critical locations and analysis of the frequency of the occurrences. 12 Mobile license plate readers. (Glendora, Monrovia, Torrance, Manhattan Beach, Covina, Gardena, Irwindale, Sierra Madre, Bell Gardens, Monterey Park, Culver City, Pasadena.) \$28,000 each city.	Equip	Intervention Equipment	LE	LETPP	\$25,011						
30	D	AEL #14SW-01-VIDA Systems, Video Assessment, Security	Equip	Intervention Equipment	LE	LETPP	\$25,011						
		IJ4_12- LACO Emergency Satellite Communication Network: To continue the existing Emergency Satellite Communication Network (ESCN) project by funding the communication charges and software/hardware maintenance fees.	Plan	Interoperable Communications Equipment	EMG	SHSGP	\$450,000						
31	D												
		IJ4_18 Antares for 38 ft command post vehicle (LARCOPP) LA Regional Common Operational Program Picture- Computer HD/ SW allow Common Operational Picture to Communicate. This is the last one needed to complete responsibility.	Equip	Intervention Equipment	LE	SHSGP	\$175,499						
32	D												
		IJ5_5 Burbank Regional Tactical Response Vehicle - Purchase and delivery of a tactical response vehicle with CBRNE capability. The Burbank Police Department is tasked with the first response to several high profile targets of terrorism such as the Bob Hope Airport, a large power plant that supplies electricity to seven cities within Southern California, and headquarters/studios for Disney, NBC, Warner Brothers, Universal and several Los Angeles based radio stations. It is also a major partner in LA County Area "C" Mutual Aid. There is no such CBRNE capable vehicle within the LA Urban Area and it meets AEL justifications. Vehicle will have detection devices and its own air supply on board for use to extend air supply to SCBA equipped Law, Fire, and Health responders as needed. Burbank will maintain vehicle's readiness.	Equip	CBRNE Incident Response Vehicle	LE	SHSGP	\$150,000						
33	E												

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34	E	IJ5_10 - Coroner Mobile Autopsy Vehicle (Mobile Morgue). LACO Expand decedent transport capacity. This project will expand the regional response for fatality management by providing additional decedent transportation and storage capabilities for geographically remote, but highly populated, target rich areas.	Equip	CBRNE Incident Response Vehicle	PH	SHSGP	\$250,000				100%
35	E	IJ5_15- Azusa Police Department Prime Mover Vehicle: Complete Project retrofit started with Law and Emergency Management funds from the FY 04 Homeland Security Grant Vehicle was purchased to tow equipment trailer and serve as an alternate mobile EOC equipped with Personal Protective equipment and EOC supplies. This retrofit will enhance response to CBRNE and incidents of National Significance. Requires cabinetry, shelving, generator, radios and other EOC/CP enhancements.	Equip	CBRNE Incident Response Vehicle	LE	SHSGP	\$125,000				100%
24	E	IJ5_18 - Glendora Regional Response Vehicle. Mutual Aid Tactical/Logistics CBRE Response Vehicle	Equip	CBRNE Incident Response Vehicle	LE	SHSGP	\$250,000				100%
25	E	IJ5_20 - Sheriff's Special Enforcement Bureau (SEB) Regional Response Vehicle. This vehicle will be utilized as an interdiction and response vehicle. It will provide advanced life support, CBRN response, health dept response, forced protection and will house bomb squad Electronic Counter Measures ECM equipment.	Equip	CBRNE Incident Response Vehicle	LE	SHSGP	\$450,000				100%
36	E	IJ5_21 - Sheriff's Emergency Operations Bureau (EOB) - Advance Bomb Training (arsenal explosives.) Training is to be utilized for advanced bomb technician training that includes high threat disablement and special weapons team support.	Train	Training Course and Program Development, Delivery, or Evaluation	LE	SHSGP	\$120,000				100%
37	E	IJ5_23 - Sheriff's EOB Calibration & Certification for CBRNE Equipment This project provides calibration and certification for equipment purchased from grants. The equipment is used to detect and identify biological, chemical, and radiological materials used during criminal and terrorist attacks.	Equip	Explosive Device Mitigation and Remediation Equipment	LE	LETPP	\$15,000			\$15,000	0%
38	E	IJ5_24 - Sheriff's EOB Chemical Detection, transportation & Identification Equipment for the mobile detection program (MDP) project. This CBRNE equipment will allow CBRNE personnel quick response and detection to incidents where traditional transportation cannot be utilized.	Equip	Detection Equipment	LE	LETPP	\$70,000			\$70,000	0%
39	E	IJ5_24 - Sheriff's EOB Chemical Detection, transportation Vehicles & Identification Equipment for the mobile detection program (MDP) project. This CBRNE equipment will allow CBRNE personnel quick response and detection to incidents where traditional transportation cannot be utilized.	Equip	CBRNE Incident Response Vehicle	LE	LETPP	\$30,000			\$30,000	0%
40	E	IJ5_25 CBRNE Training. Keep current CBRNE personnel up to date with recertification training and to provide incoming CBRNE personnel with required training.	Train	Training Course and Program Development, Delivery, or Evaluation	LE	SHSGP	\$15,000			\$15,000	0%
41	E	IJ5_26 Regional CBRNE SCBA LA County. Continuation of Regional CBRNE SCBA project to provide standardized and interoperable breathing apparatus to ensure a high level of respiratory protection during CBRNE emergencies. (LA County Fire seventy-six units (\$427,804).	Equip	Personal Protective Equipment	FS	SHSGP	\$427,804			\$427,804	0%
42	E	IJ5_26 Regional CBRNE SCBA Montebello FD. Continuation of Regional CBRNE SCBA project to provide standardized and interoperable breathing apparatus to ensure a high level of respiratory protection during CBRNE emergencies. Regional CBRNE SCBA (Montebello FD six units \$33,774).	Equip	Personal Protective Equipment	FS	SHSGP	\$33,774			\$33,774	0%
43	E	IJ5_27 (4) Hazmat Interoperable Program Packages for LACOFD (\$500,000)	Equip	Detection Equipment	FS	SHSGP	\$500,000			\$500,000	0%
44	E	IJ5_27 (1) Hazmat Interoperable Program Packages for Santa Fe Springs FD (\$125,000).	Equip	Detection Equipment	FS	SHSGP	\$125,000			\$125,000	0%
45	E	IJ5-28 Geographic Information System (GIS) Mapping Vehicle - This project provides the Los Angeles area a specialized vehicle designed to support specific CBRNE mission area requirements.	Equip	CBRNE Search and Rescue Equipment	FS	SHSGP	\$550,000			\$550,000	0%

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72	G	IJ7_2 Pasadena Police - High security hydraulic Bollard system for Rose Bowl. Hydraulic and fixed bollard and barrier system designed to stop vehicle-borne traffic in order to protect a physical asset or facility. (Rose Bowl stadium)	Equip	Physical Security Enhancement Equipment	LE	SHSGP	\$50,000						
73	G	IJ7_8 Fiber Link Two regional Dispatch Centers LA County Fire and LA City Fire Departments.	Equip	Interoperable Communications Equipment	FS	SHSGP	\$150,000						
74	G	IJ7_10 Enhance "Cross Roads" regional law enforcement application in order to make Los Angeles County Sheriff's Department-Transit Services Bureau compatible to the "CopsLink" information sharing process. Cross Roads is a regional data base program that is currently being employed by law enforcement across Southern CA as well as the State. This data base is being used by Los Angeles Police Department, San Gabriel Police Department, Inglewood PD, Burbank PD, Costa Mesa PD, Alhambra PD, Glendora PD and many Sheriff's Stations across Los Angeles County. This data base will systematically track transportation patron information which will automatically be downloaded into COPS LINK, the Law Enforcement Information Sharing Program. COPS LINK is an information sharing program that will provide the basis for an effective intelligence policing program that will provide our Joint Regional Information Center with up-to-date information regarding Public Transportation users. This will provide potential terrorist identification information that will be needed in order to effect an expedited arrest.	Equip	Physical Security Enhancement Equipment	LE	SHSGP	\$30,000						
75	H	MMRS Los Angeles County 1_2 Management and Administration. Will assist, monitor, and enable implementation of grant projects	M & A	Management and Administration *	EMG	MMRS	\$7,744						
76	H	MMRS Glendale 2_10 Management and Administration. Will assist, monitor, and enable implementation of grant projects	M & A	Management and Administration *	EMG	MMRS	\$7,744						
77	H	MMRS Long Beach 3_6 M&A Long Beach. Will assist, monitor, and enable implementation of grant projects	M & A	Management and Administration *	EMG	MMRS	\$7,744						
78	H	LETPP M&A by Los Angeles County	M & A	Management and Administration *	EMG	LETPP	\$181,023						
79	H	SHSGP M&A by Los Angeles County	M & A	Management and Administration *	EMG	SHSGP	\$345,345						
90	H	LETPP/RTTAC M&A by Los Angeles County	M & A	Management and Administration *	EMG	RTTAC	\$30,000						
81	I	Regional Terrorism Threat Assessment Centers (RTTAC)_1 - InfraGard will continue to develop a Strategic Business Plan, and guide the plans continuing implementation. The Plan will continue the integration of operational and situational awareness, and communication between TLO members of the LA-RTTAC, the Homeland Security Advisory Counsel, and the Private Sector with regard to pre-incident, real-time, and post-incident terrorist activities	Plan	Develop, Coordinate, Implement or Evaluate P	LE	RTTAC	200,000						
82	I	Regional Terrorism Threat Assessment Centers (RTTAC)_2 - Travel fare, Hotel, and Meal per diem for traveling to conferences, Federal and State meetings, as well as outside Los Angeles County training venues. This will cover costs at the Los Angeles County Travel Expense Reimbursement rate.	Train	Training Course and Program Development, D	LE	RTTAC	200,000						
83	I	Regional Terrorism Threat Assessment Centers (RTTAC)_3 - Terrorism Liaison Officer (TLO) Intelligence Conferences to cover seven counties (SLO, Santa Barbara, Ventura, LA, Orange, San Bernardino, Riverside), in order to train and update law, fire, health, and infrastructure TLOs for new trends in world terrorism.	Train	Training Course and Program Development, D	LE	RTTAC	250,000						
84	I	Regional Terrorism Threat Assessment Centers (RTTAC)_4 - Overtime for personnel pertaining to call-ups for terrorist events, training classes, and extended travel.	Train	Overtime	LE	RTTAC	120,000						
85	I	Regional Terrorism Threat Assessment Centers (RTTAC)_5 - Computer servers, data mining software and licensing for existing intelligence services.	Equip	Terrorism Incident Prevention Equipment	LE	RTTAC	200,000						

Appendix A – Authorized Program Expenditures

Table 5 – FY 2007 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2007 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	DHS													HHS	
	HSGP					IPP									
	SHSP	UASI	LETPP	MMRS	CCP	Firefighters	EMPG	BZPP	TSGP	PSGP	IBSGP	CEDAP	NBHP	BTCDP	PHEPCA
Allowable Planning Costs															
Public education & outreach	Y	Y	Y	Y	Y	Y	Y		Y						Y
Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives	Y	Y	Y	Y	Y		Y	Y	Y						Y
Develop and enhance plans and protocols	Y	Y	Y	Y	Y		Y	Y	Y	Y			Y		Y
Develop or conduct assessments	Y	Y	Y	Y	Y	Y	Y		Y	Y				Y	Y
Establish, enhance, or evaluate Citizen Corps related volunteer programs	Y	Y	Y	Y	Y		Y		Y						Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y	Y	Y	Y		Y	Y	Y				Y	Y	Y
Conferences to facilitate planning activities	Y	Y	Y	Y	Y		Y	Y	Y						Y
Materials required to conduct planning activities	Y	Y	Y	Y	Y		Y	Y	Y						Y
Travel/per diem related to planning activities	Y	Y	Y	Y	Y		Y	Y	Y				Y	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y	Y	Y	Y		Y	Y	Y						
Other project areas with prior approval from G&T	Y	Y	Y	Y	Y	Y	Y		Y	Y					

APPENDIX A – AUTHORIZED PROGRAM EXPENDITURES

Allowable Program Activities Current as of FY 2007* Programs See the respective program guidance for additional details and/or requirements *As of publication	DHS										HHS						
	HSGP					Firefighters	IPP					PHEPCA	BTCDDP	NBHPP	CEDAP		
	SHSP	UASI	LETPP	MMRS	CCP		BZPP	TSGP	PSGP	IBSGP							
Allowable Organizational Activities																	
Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation)		Y	Y														
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared Code Orange		Y	Y														
Hiring of full- or part-time staff or contractors for emergency management activities					Y		Y										
Hiring of contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (limited to 25 percent of the allocation)		Y	Y														
Allowable Equipment Categories																	
Personal Protective Equipment	Y	Y	Y	Y		Y			Y	Y		Y	Y				Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	Y			Y		Y	Y	Y	Y						
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y		Y		Y	Y	Y	Y	Y					
Information Technology	Y	Y	Y	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y			Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y			Y	Y	Y	Y	Y						
Interoperable Communications Equipment	Y	Y	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y			Y
Detection Equipment	Y	Y				Y	Y	Y	Y	Y	Y	Y	Y				Y
Decontamination Equipment	Y	Y				Y	Y		Y					Y			Y
Medical Supplies and Limited Pharmaceuticals	Y	Y				Y	Y		Y					Y			
Power Equipment	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y						
CBRNE Reference Materials	Y	Y				Y	Y		Y		Y					Y	Y
CBRNE Incident Response Vehicles	Y	Y				Y	Y		Y								

APPENDIX A - AUTHORIZED PROGRAM EXPENDITURES

Allowable Program Activities Current as of FY 2007 Programs* See the respective program guidance for additional details and/or requirements *As of publication	DHS											HHS			
	HSGP					IPP						HHS			
	SHSP	UASI	LETPP	MMRS	CCP	Firefighters	EMPG	BZPP	TSGP	PSGP	IBSGP	CEDAP	NBHPP	BTCDP	PHEPCA
Terrorism Incident Prevention Equipment	Y	Y	Y			Y		Y	Y	Y					
Physical Security Enhancement Equipment	Y	Y					Y	Y	Y	Y	Y	Y			
Inspection and Screening Systems				Y		Y		Y	Y	Y					
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y		Y				Y							
CBRNE Response Watercraft	Y	Y						Y							
CBRNE Aviation Equipment	Y	Y						Y							
CBRNE Logistical Support Equipment	Y	Y	Y	Y		Y	Y	Y		Y					
Intervention Equipment	Y	Y						Y	Y		Y				
Other Authorized Equipment	Y	Y						Y	Y	Y					
Allowable Training Costs															
Overtime and backfill for emergency preparedness and response personnel attending G&T-sponsored and approved training classes and technical assistance programs	Y						Y								
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T training	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y				
Training workshops and conferences	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y		Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y		Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y		Y	Y	Y
Supplies	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y		Y	Y	Y
Tuition for higher education	Y	Y	Y	Y	Y	Y									
Other items	Y	Y	Y	Y	Y	Y			Y	Y	Y				
Allowable Exercise Related Costs															
Design, Develop, Conduct and Evaluate an Exercise	Y	Y	Y	Y	Y		Y		Y	Y	Y				
Exercise planning workshop	Y	Y	Y	Y	Y		Y		Y	Y	Y				Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y		Y		Y	Y	Y		Y		Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in G&T exercises	Y	Y	Y	Y	Y		Y		Y	Y	Y				
Implementation of HSEEP	Y	Y	Y	Y	Y		Y		Y	Y	Y				
Travel	Y	Y	Y	Y	Y		Y		Y	Y	Y				Y
Supplies	Y	Y	Y	Y	Y		Y		Y	Y	Y				Y
Other items	Y	Y	Y	Y	Y		Y		Y	Y	Y				

APPENDIX A AUTHORIZED PROGRAM EXPENDITURES

Allowable Program Activities Current as of FY 2007 Programs* See the respective program guidance for additional details and/or requirements *As of publication	DHS											HHS			
	HSGP					IPP						HHS			
	SHSP	UASI	LETTP	MMRS	CCP	Firefighters	EMPG	BZPP	TSGP	PSGP	IBSGP	CEDAP	NBHPP	BTCDP	PHEPCA
Allowable Management & Administrative Costs															
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to G&T data calls	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

*Only select sub-categories within AEL Categories 3 and 20 are eligible for FY 2007 BZPP funding. These sections include: 3.1.6, 3.2.2, 3.2.3, 3.2.4, and 20.3.

APPENDIX A - AUTHORIZED PROGRAM EXPENDITURES

**REQUIRED SUPPORTING DOCUMENTS
FOR CLAIM REIMBURSEMENT**

Submit all claims and supporting documentation to:

Department of Auditor-Controller
Shared Services Division
Alta Grants Unit
3474 Wilshire Blvd., Suite 1100
Los Angeles, CA 90010
Tel: (213)251-5048, (213)251-5000
Fax: (213)917-2809
grants@auditor.accounts.gov

IMPORTANT: To process your reimbursement request, you must submit the checks attached with the supporting documents for all items requesting reimbursement. Invoices must be submitted to Shared Services Division as soon as expenses are incurred and paid and the required supporting documentation are available. Do NOT submit duplicate items and invoices to submit on the first invoice. Failure to first submit your claim with the required supporting documents could result in expenses not reimbursed and/or awards reallocated.

Sub-recipients are also required to perform the following:

- Reviewed the Federal Debarment Listing prior to purchase to ensure the intended vendor is not listed. Provide a screen print showing that the list was reviewed when submitting the supporting documentation.
- All Sole Source contracts must obtain approval from the State prior to purchasing of items. Evidence of State approval required!

FOR EQUIPMENT:

- Grant Reimbursement Form** with authorized signature and date
- Invoice:** Must be stamped "**PAID**", signed with authorized signature for payment, and dated. Circle, or designate on the invoice/receipt the items requesting reimbursement. Each item circled must have a project #, a funding SOURCE, and TOTAL. Purchase orders and price quotes will **not be accepted** as proof of purchase for reimbursement.
- Is this a Sole Source purchase?**
 No. Yes, documentation with prior State approval is attached.
- Reviewed **Federal Debarment Listing:** <http://www.epls.gov/epls/search.do>
 No. Yes, screen listing is attached.
- Equipment Inventory Listing**, completed the listing with all requested information, including: Project # & alpha, Equipment Description, AEL #, AEL Title, Invoice #, Vendor, Total Cost Fisher Prime Vendor, Total Cost, Cash Request #, Invoice Date, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, Deployed Location and Grant Year.

FOR TRAINING/EXERCISE:

- Grant Reimbursement Form** with Authorized Signature and date
- Training/Exercise Summary Sheet** completed listing including: employee name, assignment (backfill for name of employee attending training/exercise), Job Title, **Training Request #**, Training date, Salary, total Hours, Overtime hours, regular rate, Overtime rate, employee benefits rate, total claim amount.
 - For Training – TR# is required
 - For Exercise – submit AAR into the ODP Portal within 60 days of event
- Timecards:** indicating the # of hours charged per day, employee signature & supervisor signature
- Payroll register** indicating the salary, hourly rate, employee benefits, Overtime rate.
- Sign-in sheets** or attendance sheets or Certificate of Completion (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

Additional Items:

Travel –Receipts are required for itemized costs such as plane ticket/invoice, hotel invoices and training receipts with the dates of invoices agreeing with the training period.

Workshop –Invoices for instructor, facilities, contractor and consulting services.

Close Form

Next

OMB Approval No.: 4040-0007
Expiration Date: 04/30/2008**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, 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.

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- ✕17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- ✕18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>• SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>• TITLE</p> <p>[Redacted]</p>
<p>• APPLICANT ORGANIZATION</p> <p>[Redacted]</p>	<p>• DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>