

Council Meeting of
April 13, 2010

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Approve a Subrecipient Agreement with the City of Los Angeles as fiscal agent and designate the Mayor as the City's authorized representative for the Recovery Act Justice Assistance Grant. Expenditure: Not applicable.

RECOMMENDATION

Recommendation of the Chief of Police that City Council:

1. Approve a Subrecipient Agreement with the City of Los Angeles as fiscal agent for the Recovery Act Justice Assistance Grant, for the period from March 1, 2009 through February 28, 2013; and
2. Designate the Mayor as the City's authorized representative for the Recovery Act Justice Assistance Grant; and
3. Authorize the Mayor to execute all necessary documents in connection with the Recovery Act Justice Assistance Grant.

FUNDING:

U.S. Department of Justice, Bureau of Justice Assistance, Recovery Act: Edward Byrne Memorial Justice Assistance Grant program.

BACKGROUND/ANALYSIS

In April 2009, the Police Department applied for federal, Recovery Act Justice Assistance Grant(JAG) funds through the City of Los Angeles. The City of L.A. is the appointed fiscal agent to administer the grant for all jurisdictions within Los Angeles County.

The JAG provides funds to states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Additionally, the President's signing of the Recovery Act amends the Justice Assistance Grant to include an emphasis on job creation and retention, as well as increased accountability and transparency.

In June 2009, Council approved an MOU with the City of L.A. to act as fiscal agent for this grant and appropriated and allocated \$145,409.12 in awarded funds to

the Cadet Program. Established in 2002, the Cadet Program provides valuable work experience to college students interested in a career in law enforcement.

To receive payment of Police's Recovery Act JAG Grant, the City of L.A. requires execution of a Subrecipient Agreement for all grant recipients outlining the grant's terms and conditions; i.e. project details, payment procedures, performance period, reporting procedures, etc. Additionally, the Subrecipient Agreement designates an authorized representative for each subrecipient agency. The Recovery Act JAG Grant is a federal allocation to the City of Torrance and the Mayor is the appropriate authorized representative designee for the Grant.

If the Council designates the Mayor as the City's authorized representative in connection with the JAG Grant, the mayor will also be authorized to execute all necessary documents in connection with the Grant.

Respectfully submitted,

JOHN J. NEU
Chief of Police


By: Kent Sentinella
Administrative Analyst

CONCUR:



John J. Neu
Chief of Police



LeRoy J. Jackson
City Manager

Attachment A: Subrecipient Agreement

SUBRECIPIENT AGREEMENT

Jurisdiction: City of Torrance

Title: American Recovery and Reinvestment Act
Edward Byrne Memorial Justice Assistance Grant (JAG) Program

City Contract Number _____

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
I.	
<u>INTRODUCTION</u>	
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Independent Party.....	3
§104. Conditions Precedent to Execution of This Agreement.....	3
II.	
<u>TERM AND SERVICES TO BE PROVIDED</u>	
§201. Time of Performance	4
§202. Use of Grant Funds.....	4
III.	
<u>PAYMENT</u>	
§301. Payment of Grant Funds and Method of Payment.....	6
IV.	
<u>STANDARD PROVISIONS</u>	
§401. Construction of Provisions and Titles Herein	8
§402. Applicable Law, Interpretation and Enforcement	8
§403. Integrated Agreement	8
§404. Excusable Delays	8
§405. Breach	9
§406. Prohibition Against Assignment or Delegation	9
§407. Permits.....	9
§408. Nondiscrimination and Affirmative Action.....	9
§409. Los Angeles City Business Tax Registration Certificate	10
§410. Bonds.....	10
§411. Indemnification.....	10
§412. Conflict of Interest.....	11
§413. Insurance.....	13
§414. Restriction on Disclosures	13
§415. Statutes and Regulations Applicable To All Grant Contracts	13
§416. Federal, State and Local Taxes	26
§417. Inventions, Patents and Copyrights	26
§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy	28
§419. Earned Income Tax Credit.....	28

§420. Equal Benefits Ordinance 28
 §421. Contractor Responsibility Ordinance 28
 §422. Slavery Disclosure Ordinance..... 28
 §423. Child Support Assignment Orders..... 28
 §424. Minority, Women, and Other Business Enterprise Outreach Program..... 28

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults..... 29
 §502. (This section intentionally left blank.) 29
 §503. (This section intentionally left blank.) 29
 §504. (This section intentionally left blank.) 29
 §505. Amendments..... 29

VI.

ENTIRE AGREEMENT

§601. Complete Agreement..... 30
 §602. Number of Pages and Attachments 30
 Execution (Signature)..... 31

EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Requirements
- Exhibit E Job Creation Worksheet and Jobs Guidance
- Exhibit F Internet Resources for Recovery Act JAG 09
- Exhibit G Modification Request Form
- Exhibit H Grant Special Conditions

ATTACHMENT 1 Budget/Expenditure Plan

AGREEMENT NUMBER _____ OF CITY CONTRACTS
 BETWEEN
 THE CITY OF LOS ANGELES
 AND THE CITY OF TORRANCE

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and City of Torrance, a municipal corporation (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through its Office of Justice Programs ("OJP") Bureau of Justice Assistance ("BJA"), has provided financial assistance to the City and 76 disparate participating jurisdictions within the County of Los Angeles through the Fiscal Year (FY) 2009 Recovery Act Justice Assistance Grant program ("Recovery Act JAG 09") in the amount of \$30,514,178, such grant having been accepted by the City Council (C.F.09-0648-S5, dated 11/05/09); and

WHEREAS, this financial assistance is administered by the City of Los Angeles as fiscal agent for the Recovery Act JAG 09 Grant (the "Grant"); and

WHEREAS, this financial assistance is being provided to support all components of the criminal justice system for the participating jurisdictions, with each jurisdiction's allocations to be used for activities and projects that will provide meaningful and measureable outcomes consistent with the goals of American Recovery and Reinvestment Act of 2009 (the "Recovery Act"); and

WHEREAS, the Subrecipient is one of the 77 participating jurisdictions; and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Recovery Act JAG 09 Grant; and

WHEREAS, the Mayor's Office now wishes to distribute the Recovery Act JAG 09 Grant funds allocated to the Subrecipient as a participating jurisdiction as further detailed in this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 09-0648-S5 dated 11/20/09) which authorizes the City to prepare and execute the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. City of Torrance, a municipal corporation, having its principal office at 3300 Civic Center Drive, Torrance, California 90503

§102. Representatives of the Parties and Service of Notices

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

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

Eileen Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 N. Spring Street, Room M-180
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718

- 2. The representative of City of Torrance shall be:

Frank Scotto, Mayor
3031 Torrance Blvd.
Torrance, CA 90503
(310) 618 2801

with a copy to:

Laurie Anderson, Business Manager
3300 Civic Center Dr.
Torrance, CA 90503
Phone: (310) 618-5676

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. This Section is Left Intentionally Blank
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415L of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415C of this Agreement and attached hereto as Exhibit C 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 City of Torrance.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with §415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.

II.

TERM AND SERVICES TO BE PROVIDED§201. Time of Performance

The term of this Agreement shall commence on March 1, 2009 and end February 28, 2013, and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. Subrecipient's allocation and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance and requirements set forth in the following documents: (1) the Office of Justice Programs (OJP) Financial Guide 2008, (2) OJP Procurement Procedures Guide, (3) Office of Management and Budget (OMB) Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, (4) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation, (5) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Frequently Asked Questions, (6) OJP Recovery Act Additional Requirements, (7) OMB Recipient Reporting Data Model, (8) Calculating and Reporting Job Creation and Retention for Recipients of Recovery Act Funding from Office of Justice Programs, Office on Violence Against Women, and Office of Community Oriented Policing Services, and (9) this Agreement. As a convenience, Exhibit F to this Agreement sets forth website addresses at which the above set forth documents may be found. Subrecipient shall use funds under this Grant to support the goals and objectives included in the Recovery Act and the Recovery Act JAG 09 program as well as the activities, objectives and goals identified as part of the Subrecipient's requested allocation in the Recovery Act JAG 09 application as approved by the Grantor.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan attached hereto as Attachment 1 (the "Budget"). The Budget contains a detailed listing of items for expenditure under the terms of this Agreement, and Subrecipient shall use the funds disbursed under this Agreement only for such items. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the Parties during the term of this Agreement.
1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit G. All modification requests must be approved in writing by the City during the term of this Agreement.
 2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which modification is sought. Submissions made after the deadline will be returned to the

Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City in writing when modification requests are accurate and complete. Subrecipient shall not expend any Grant funds on modified budget items until such modification is approved by the City and Grantor.

3. Final modification requests must be submitted to the City no later than 90 days prior to the end of the grant period to provide the City time to meet Grantor requirements. At that time, any unexpended funds may be re-directed to other needs as directed or approved by the Grantor.
- C. Grantor may approve grant extensions to Time of Performance at its sole discretion. Any request by Subrecipient to extend Time of Performance must be made in writing to the Mayor's Office. All extension requests must be approved by Grantor in writing during the term of this Agreement.
- D. Grant extension requests must be submitted to the City no later than 90 days before the end of the applicable Grant performance period deadline. Grant extension requests made after such 90 days date will be returned to the Subrecipient and will not be accepted. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete.

III.
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of one hundred forty five thousand four hundred and nine dollars and twelve cents (\$145,409.12) to be used for the funding of activities as described in §202 above and as set forth in the Budget. Such Grant amount represents the amount allocated to Subrecipient in the Recovery Act JAG 09 Grant by Grantor.

Subrecipient agrees to obligate and expend the Grant funds in the trust fund (including any interest earned) during the period of the Grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the City to be returned to the Grantor no later than 90 days after the end of the Grant period, along with the final submission of the Federal Financial Report (FFR Form 425).

Disbursement of such funds shall be made up on execution of this Agreement and receipt of Grant funds by the City from the Grantor.

- B. Notwithstanding anything to the contrary in this Agreement, Subrecipient shall prepare, maintain, and provide to the City on a quarterly basis, any and all invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe and support the use of Grant funds under this Agreement. All such documentation shall be submitted to the City commencing on the 5th day of January, April, July and October until the end of the Grant term. Such documentation shall be sufficient to fully and accurately describe and support the use of Grant funds for such quarter for which documentation is provided, all in accordance with the Recovery Act JAG 09 Grant requirements (the "Payment Information") and applicable Federal, State and City audit and review standards and requirements. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Documents shall be submitted to the attention of:

Charles De Cuir, Financial Management Unit Director
Mayor's Office of Homeland Security & Public Safety
200 N. Spring Street, Room M185
Los Angeles, CA 90012

- C. Interest Income: Subrecipient must account for all interest income earned from the Recovery Act JAG 09 Grant. In accordance with OJP financial guidelines, interest earned on JAG funds is considered program income, and must be expended only on allowable purpose areas under these programs. Subrecipient will maintain records of and account for any interest earned on Recovery Act JAG funds. In order to reprogram and expend interest earned, Subrecipient must

submit a Budget Modification Request to the City for approval prior to expending the interest amount. Interest earned not expended by the close of the Grant period must be returned to the City to be returned to the grantor no later than 90 days after the end of the Grant period.

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and

without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

Subrecipient and its directors, supervisors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefore. Subrecipient certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

- A. 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 City. In performing this Agreement, the 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. The 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 CFR Part 60).

- B. The Subrecipient shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Subrecipient shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Los Angeles City Business Tax Registration Certificate

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

§410. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code §§11.47-11.56.

§411. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of §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 §895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in §§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 §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 §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

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

§412. Conflict of Interest

- A. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.* if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
 1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. (This section intentionally left blank.)
- D. The 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).
- E. 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.
- F. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City 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.
- G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- H. The 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.
- I. 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.
- J. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§413. Insurance

This section is not applicable to this Agreement, and is intentionally left blank.

§414. Restriction on Disclosures

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

§415. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with 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

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

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. §12101 *et seq.*, and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to

participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Subrecipient, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. 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. Subrecipient shall not use any funds provided under this Agreement, either directly or indirectly, in support of enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Subrecipient until the Certification is filed.
- c. 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

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

- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

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

7. Subcontracts and Procurement

Subrecipient shall comply with the federal and Subrecipient 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 ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all subcontract agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a - 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 U.S.C. §§1501-1508 and 7324-7328).

- c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter Union/labor organizing activities in accordance with California Government Code §16645 *et seq.*

9. Civil Rights

Subrecipient shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §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

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

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

- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- d. Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. By signing this Agreement, Subrecipient ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

- i. Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. §3501 *et seq.*) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- k. Subrecipient shall assist the City and OJP Bureau of Justice Assistance (“BJA”) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

11. Preservation

Subrecipient shall comply with §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 comply with Federal Register, Volume 68, 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 City 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 comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701, 28 CFR Part 67 and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357.

14. Miscellaneous

Subrecipient shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et seq.*). Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of EO 13123, part 3 of title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or subtitle A of

title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

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

1. Title 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Justice Programs (OJP) current edition of *Financial Guide*; OJP *Procurement Procedures Guide*; Office of Management and Budget (OMB) *Updated Implementing Guidance for the American Recovery and Reinvestment Act of 2009*, OMB *Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009* and any supplements thereto; OJP *Recovery Act: Edward Byrne Memorial Justice Act Grant (JAG) Formula Program: Local Solicitation* and the application submitted thereto; OJP *Recovery Act Additional Requirements*; OJP *Recovery Act: Edward Byrne Memorial Justice Act Grant (JAG) Frequently Asked Questions*; OMB *Recovery Act: Webinar Training Materials*; DOJ Bureau of Justice Assistance (BJA) *Performance Measurement Tools* and *JAG Performance Measures*; and DOJ Office for Civil Rights Regulations.
2. 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. All equipment and software purchased or developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).
3. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; 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).
4. Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.
 5. Requirements of the Genetic Information Nondiscrimination Act of 2008; confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to collection; use and revelation of data and information.
 6. Subrecipient shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.
 7. Subrecipient shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
 8. To avoid duplicating existing networks or IT systems in any initiatives funded by Grantor for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Subrecipient can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
 9. Subrecipient shall comply with all reporting, data collection and evaluations requirements, as prescribed by law and detailed by Grantor in program guidance for the JAG program.
 10. Subrecipient shall ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Grant during the performance period for the Grant.

11. Subrecipient agrees that the funds received under this Agreement will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

C. Recovery Act Requirements

Subrecipient understands and agrees that the Grant funds received under this Agreement is authorized by the Recovery Act. The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Subrecipient shall comply with all applicable requirements, regulations and guidance of the Recovery Act as it relates to this Grant and the performance of this Agreement. Such requirements, regulations and guidance include, but are not limited to, the following:

1. Subrecipient is required to establish a trust fund account for the Grant funds received under this Agreement. Such fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the JAG program or the Recovery Act JAG program. Subrecipient agrees to obligate and expend the Grant funds in the trust fund (including any interest earned) during the period of the Grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the City to be returned to the Grantor no later than 90 days after the end of the Grant period, along with the final submission of the Federal Financial Report (Form 425).
2. Subrecipient understands and agrees that Grantor (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act Grant, including such records of any contractor or subcontractor. Subrecipient also understands and agrees that Grantor and GAO are authorized to interview any officer or employee of the Subrecipient (or of any contractor or subcontractor) regarding transactions related to this Recovery Act Grant
3. Subrecipient understands and agrees that this Recovery Act Grant award is a one-time award, and accordingly, that Subrecipient's proposed project activities and deliverables are to be accomplished without additional Grantor funding.

4. Though Recovery Act funds may be used in conjunction with other non-Recovery Act grant funding sources to assist in the completion of the same or similar projects, Recovery Act funds may not be commingled with such other funds, and the tracking and reporting of Recovery Act funds must be separate. Thus, Subrecipient agrees to track, account for, and report on all funds from this Recovery Act Grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Grantor award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Accordingly, Subrecipient's accounting systems must ensure that funds from this Recovery Act Grant are not commingled with funds from any other source. Subrecipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities. Subrecipient shall comply with all regulations and requirements regarding the supplanting of funds, and Subrecipient shall prove that they are not supplanting by providing appropriate documentation. Please refer to the OJP's guidance on supplanting in OJP's Recovery Act Guidance on Supplanting at <http://www.ojp.gov/recovery/supplantingguidance.htm>.
5. Subrecipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Recovery Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments). Subrecipient shall specifically identify Recovery Act funding on its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
6. Subrecipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds, pursuant to §1553 of the Recovery Act.
7. Subrecipient agrees that none of the Grant funds may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
8. Subrecipient agrees that it may not use any Grant funds for infrastructure investment absent submission of a satisfactory certification under §1511 of the Recovery Act.

9. Subrecipient understands that this Grant award is subject to the provisions of §1605 of the Recovery Act (“Buy American”), which prohibits use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements. Subrecipient shall not use any Grant funds for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless Subrecipient provides advance written notice to City and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions that further implement the specific requirements or exceptions of §1605 of the Recovery Act.
10. Subrecipient shall comply with the wage rate requirements as set forth in §1606 of the Recovery Act.
11. Subrecipient understands and agrees that misuse of Grant funds may result in a range of penalties, including suspension of current and future funds, suspension and debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
12. Subrecipient shall comply with any modification or additional requirements that may be imposed by law and further OJP (including government-wide) guidance and clarification of Recovery Act requirements.
13. Programmatic Reporting and Registration Requirements – This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.
 - a. Subrecipient shall submit quarterly reports to Grantor using the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) system, which is located at <http://www.bjaperformancemeasures.org>. Such quarterly reports on this system shall commence August 30, 2009 and continue through to the end of the Grant period, even if all Grant funds have been spent prior to the end of such Grant period. Subrecipient shall be assigned a user name and password to access this system. Prior to the Subrecipient submitting its first quarterly report, Subrecipient shall ensure that it has a valid DUNS profile and an active registration with the Central Contractor Registration Database.

Directions for fulfilling this reporting requirement are located at <http://www.bjaperformancemeasures.org>. Subrecipients will be periodically be informed of and shall attend/ participate in webinars

and/ or trainings regarding use of this PMT reporting system as needed to ensure accurate and timely reporting.

Subrecipients must complete and submit their reports on the BJA PMT system no later than 5 business days before the due dates listed below. On November 14 of each year, the City will submit a full report on the Grants Management System (GMS) using information provided by the Subrecipient in its BJA PMT report. The City shall have the right to review Subrecipient reports and request edits if necessary, and Subrecipient shall provide additional information in its quarterly reports as necessary in order for the City to submit a complete and full report on the GMS. Subrecipient shall not be responsible for submitting programmatic and financial reports directly to the GMS.

The reporting schedule is as follows:

Reporting Period	Type of Data Required	PMT Due Date
July 1– September 30	Program Performance Measures and Narrative	October 30th
October 1 - December 31	Program Performance Measures	January 30th
January 1 - March 31	Program Performance Measures	April 30th
April 1 - June 30	Program Performance Measures	July 30th

14. Financial Reporting Requirements - Pursuant to §1512 of the Recovery Act, the Federal Office of Management and Budget (OMB) requires quarterly reporting of all Recovery Act grant recipients and Subrecipients beginning October 10, 2009. The City is required to comply with these OMB reporting requirements using a template provided by OMB to submit the requested data. This template utilizes the Recipient Reporting Data Model, a document created for Recovery Act data standardization. The Recipient Reporting Data Model can be downloaded from the "Downloads" tab of www.FederalReporting.gov and is also accessible via <http://www.Recovery.gov>.

In order to assist the City in complying with its OMB reporting requirements regarding the use of Grant funds by the Subrecipient, Subrecipient shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the City on a quarterly basis. Subrecipient will provide any additional information as may be necessary for the City to submit complete and full quarterly reports to OMB using the Recipient Reporting Data Model (the "Job Creation Information").

- a. Subrecipient shall complete and submit to the City the required Job Creation Worksheet and Jobs Guidance form which is attached hereto as Exhibit E. Such Worksheet shall include, without limitation, the following information for each quarter for the duration of the life of the grant:
- (i) The amount of recovery funds received that were expended or obligated to projects or activities; and
 - (ii) A detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - 1 the name of the project or activity;
 - 2 a description of the project or activity;
 - 3 an evaluation of the completion status of the project or activity;
 - 4 an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - 5 for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Grant, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
 - 6 for any vendors receiving funds from the Subrecipient, the identity of the vendor by reporting the DUNS number, if available, or otherwise the name and zip code of the vendor's headquarters.

Subrecipient will provide to the City any other information requested by the City that is required to fulfill the OMB reporting requirements.

- b. Subrecipients must maintain, and provide to the City on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to City as requested. Documentation should provide evidence that:
- (i) Created/retained positions and overtime hours are funded by Recovery Act awards,
 - (ii) Personnel are directly supporting Recovery Act projects and activities, and
 - (iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.

Recommended documentation includes: Old and new organizational charts; New position descriptions; Job postings, offer letters and acceptance forms; Staffing lists; Timecards and payroll records; Budget comparisons and/or projections before and after the Recovery Act award date; Formal layoff recommendations and retractions (memos, reports); Minutes of formal meetings where official budget decisions are made; Timecards and payroll records; Employee activity reports.

The Job Creation Worksheet, (see Exhibit E) along with the Payment Information set forth in §301(B) of this Agreement, shall be submitted to the Mayor's Office in accordance with the following reporting schedule:

Reporting Period	Due Date
July 1 – September 31	October 5 th
October 1 - December 31	January 5 th
January 1 - March 31	April 5 th
April 1 - June 30	July 5 th

Submissions shall be sent by email to:
Thalia Polychronis, Grant Specialist at thalia.polychronis@lacity.org

D. Noncompliance and Compliance with Special Conditions

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 Subrecipient to City of any unlawful expenditures.

To obtain the Grant funds, the Grantor required an authorized representative of the City to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). These Special Conditions are attached hereto as Exhibit H. By signing these Special Conditions, the City became liable to the Grantor for any funds that are used in violation of the Grant requirements. Subrecipient shall be liable to the Grantor for any funds the Grantor determines Subrecipient used in violation of these Special Conditions. Subrecipient shall indemnify and hold harmless the city for any sums the Grantor determines Subrecipient used in violation of the Special Conditions.

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor

shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. §200 *et seq.* (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy

This section is not applicable to this contract, and is intentionally left blank.

§419. Earned Income Tax Credit

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of §10.37.4 of the Los Angeles Administrative Code.

§420. Equal Benefits Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of §10.37.4 of the Los Angeles Administrative Code.

§421. Contractor Responsibility Ordinance

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

§422. Slavery Disclosure Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Slavery Disclosure Ordinance, §10.41 of the Los Angeles Administrative Code.

§423. Child Support Assignment Orders

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

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

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

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. (This section intentionally left blank.)

§503. (This section intentionally left blank.)

§504. (This section intentionally left blank.)

§505. Amendments

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

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes thirty one (31) pages, eight (8) Exhibits, and one (1) Attachment, all of which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: CARMEN A. TRUTANICH, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor</p> <p>By _____ Antonio R. Villaraigosa, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>JUNE LAGMAY, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ John L. Fellows III, City Attorney</p> <p>Date _____</p>	<p>For: City of Torrance a municipal corporation</p> <p>By _____ Frank Scotto, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Sue Herbers, City Clerk</p> <p>Date _____</p>	<p>[SEAL]</p>

Internal Revenue Service ID Number: 95-6000803

Council File/OARS File Number: 09-0648-S5 Date of Approval November 20, 2009

City Contract Number _____

EXHIBIT A
INSURANCE REQUIREMENTS
(Not Applicable to this Agreement)

EXHIBIT B

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 §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 Torrance

CONTRACTOR/BORROWER/AGENCY

Frank Scotto, Mayor

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

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

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

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

AGREEMENT NUMBER _____

City of Torrance
CONTRACTOR/BORROWER/AGENCY/JURISDICTION

Frank Scotto, Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the WIA program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, or
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER

City of Torrance

CONTRACTOR/BORROWER/AGENCY

Frank Scotto, Mayor

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F**INTERNET RESOURCES FOR RECOVERY ACT JAG 2009**

1. The Office of Justice Programs (OJP) Financial Guide 2008
<http://www.ojp.usdoj.gov/financialguide/index.htm>
2. OJP Procurement Procedures Guide
http://www.ojp.usdoj.gov/funding/pdfs/procurement_procedures.pdf
3. Office of Management and Budget (OMB) Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009
http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf
4. Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation
<http://www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryLocal.pdf>
5. Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Frequently Asked Questions
<http://www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryFAQ.pdf>
6. OJP Recovery Act Additional Requirements and Recipient Reporting
<http://www.ojp.usdoj.gov/recovery/solicitationrequirements.htm>
<http://www.ojp.usdoj.gov/recovery/recipientreporting.htm>
7. OMB Recipient Reporting Data Model
Please login with your username and password, and look in the "Downloads" tab of: <http://www.federalreporting.gov>
8. Calculating and Reporting Job Creation and Retention for Recipients of Recovery Act Funding from Office of Justice Programs, Office on Violence Against Women, and Office of Community Oriented Policing Services
<http://www.ojp.usdoj.gov/recovery/pdfs/ojpcopsovjobsqguide.pdf>
9. Updated Guidance on the American Recovery and Reinvestment Act – Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates
http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

EXHIBIT G

MODIFICATION REQUEST FORM

Grant: ARRA Justice Assistance Grant (JAG) Name of Jurisdiction: _____
 Grant Point of Contact: _____
 Point of Contact Address: _____
 Point of Contact Email: _____
 Phone #: _____ Date of Request: _____

Instructions:

1. Please detail the modifications you wish to make below and the reasons for your requested changes.

2. Has interest been accrued on the ARRA JAG funds allocated to this jurisdiction? Yes No
 If YES, please specify the amount accrued, and outline intended use below. (*Please note that interest earned on JAG funds is considered program income and should be expended only on allowable purpose areas under this program*).

Amount of Interest Accrued: _____
 Intended Use: _____

3. Please fill in the chart(s) below with your revised budget/expenditure plan. Please reflect accrued interest, if any, in the column entitled "New Task Budget."

Quarter	Activities	Deliverables	No. of Positions Created/Maintained and duration	Start Date	End Date	Original Task Budget (ARRA Funds)	New Task Budget	Total Project Cost per phase/Quarter
					TOTAL AMT:		+	

Personnel

Quarter	Activities	Deliverables	No. of Positions Created/Maintained and duration	Start Date	End Date	Original Task Budget (ARRA Funds)	New Task Budget	Total Project Cost per phase/Quarter
					TOTAL AMT:			

Personnel/Overtime

Quarter	Activities	Deliverables	No. of Positions Created/Maintained and duration	Start Date	End Date	Original Task Budget (ARRA Funds)	New Task Budget	Total Project Cost per phase/Quarter
					TOTAL AMT:			

4. Please obtain the signature of the Authorized Representative. Please note that this should be the signature of the individual who was authorized to sign the MOU, and may be different than the Point of Contact.

Signature of Authorized Representative: _____
 Print Name of Authorized Representative: _____
 Title: _____ Phone: _____ Email: _____
 Date Signed: _____

5. Please submit 3 signed original copies to:

**Thalia Polychronis
Grant Specialist
200 N. Spring Street Room M175A
Los Angeles, CA 90012**

6. If you have any questions, please contact Thalia Polychronis at (213) 978-0825 or Thalia.Polychronis@lacity.org

For Office Use Only:
 Modification Approved
 Modification Denied:

Name: _____ Title: _____
Signature: _____ Date: _____

EXHIBIT H**GRANT SPECIAL CONDITIONS**

- (1) The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- (2) The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. §42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
- (3) The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
- (4) Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
- (5) The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- (6) **RECOVERY ACT – Conflict with Other Standard Terms and Conditions**
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.
- (7) The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [website], for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- (8) To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- (9) The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
- (10) The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. §3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
- (11) The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment

Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

- (12) The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
- (13) The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
- (14) **RECOVERY ACT - JAG - Trust Fund**
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (Form 425).
- (15) **RECOVERY ACT – Access to Records; Interviews**
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any

subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

(16) RECOVERY ACT – One-time funding

The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.

(17) RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

(18) RECOVERY ACT – Subawards – Monitoring

The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

(19) RECOVERY ACT – Subawards – DUNS and CCR for Reporting

The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

(20) RECOVERY ACT - Quarterly Financial Reports

The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at

<https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP online (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

- (21) RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients
- (a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- (b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.
- (c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

- (d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.
- (22) RECOVERY ACT – Reporting and Registration Requirements under §1512 of the Recovery Act.
- (a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in §1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.
- (23) RECOVERY ACT – Provisions of §1512(c)
 The recipient understands that §1512(c) of the Recovery Act provides as follows:
 Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--
- (1) the total amount of recovery funds received from that agency;
 - (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
 - (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

(24) RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, §1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to §1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

(25) RECOVERY ACT – Limit on Funds (Recovery Act, §1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(26) RECOVERY ACT – Infrastructure Investment (Recovery Act, §§1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under §1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under §1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including §§1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

(27) RECOVERY ACT – Buy American Notification (Recovery Act, §1605)

The recipient understands that this award is subject to the provisions of §1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction,

alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 CFR part 176) that further implement the specific requirements or exceptions of §1605.

§1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

(28) RECOVERY ACT – Wage Rate Requirements under §1606 of the Recovery Act

(a) §1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. §3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of §1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

(29) RECOVERY ACT – NEPA and Related Laws

The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. §4321 *et seq.*) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

(30) RECOVERY ACT – Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

(31) RECOVERY ACT – Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

(32) RECOVERY ACT - JAG - Delinquent §1512(c) reports

The recipient acknowledges that it has certified that it will comply with all reporting requirements under §1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the §1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:

(1) After failure to report §1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its §1512(c) reporting obligations; and

(2) After failure to report §1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its §1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.

(33) RECOVERY ACT - Certification of Investment Infrastructure

Recipient has certified that it does intend to use some portion of this award for infrastructure investment projects. Except to the extent, if any, that BJA has given prior written approval to expend funds to conduct the review and vetting required by law, recipient may not draw down, obligate, or expend any funds received under this award for any infrastructure investment project until (1) §1511 of the Recovery Act has been satisfied for each such infrastructure project, including the requirement that an adequate project-specific certification has been executed (by the Governor, mayor, or other chief executive as appropriate), posted, and submitted to BJA; and (2) all applicable requirements under the National Environmental Protection Act and other relevant federal environmental and preservation laws have been satisfied.

(34) Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

(35) RECOVERY ACT - Active CCR Registration

The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.

Budget/Expenditure Plan
Torrance

ATTACHMENT 1
BUDGET/EXPENDITURE PLAN

Project Phase	Activities	Deliverables	No. of Positions Created/Maintained and duration	Start Date	End Date	Task Budget	Other Funding	Total Project Cost per phase
Duration of the project – on an as needed basis	Purchased uniforms for up to 8 Cadets – # of uniforms to be purchased is dependent on the # of newly hired Cadets during the life of the grant. Uniforms will be purchased through the Torrance Police Department's contracted uniform vendor. Grant funds will reimburse the Department for uniform purchases made for newly hired cadets.	Billing Invoice for Cadet uniforms purchased from Torrance Police uniform vendor.	Approximately 3 FTE jobs – depends on the # of parttime Cadets employed during the reporting period and the cumulative # of hours all Cadets work during that reporting period.	03/01/09	3/31/11	\$2,120	\$0	\$2,120 – maximum expenditure amount should 8 new Cadets be hired during the term of the grant.

Personnel

Project Phase	Activities	Deliverables	No. of Positions Created/Maintained and duration	Start Date	End Date	Task Budget	Other Funding	Total Project Cost per phase
1st Quarter	Signed MOU w/ City of LA	The Police Cadet program will	n/a			n/a	n/a	n/a

**Budget/Expenditure Plan
Torrance**

	Completed 3rd OMB report.								working and the cumulative # of hours all Cadets work.
3rd Quarter	Hired or retained up to 8 Cadets Completed 5th BJA PMT report. Completed 4th OMB report.	Same as above	Same as above	07/01/10	09/30/10	\$22,282.50	n/a	\$22,282.50 – may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work.	
4th Quarter	Hired or retained up to 8 Cadets Completed 6th BJA PMT report. Completed 5th OMB report.	Same as above	Same as above	10/01/10	12/31/10	\$22,282.50	n/a	\$22,282.50 – may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work.	
1st Quarter	Hired or retained up to 8 Cadets Completed 7th BJA PMT report. Completed 6th OMB report.	Same as above	Same as above	01/01/11	03/31/11	\$9,594.12	n/a	\$9,594.12 – anticipated or remainder of funds	
2nd Quarter				04/01/11	06/30/11				
3rd Quarter				07/01/11	09/30/11				
4th Quarter				10/01/11	12/31/11				
1st Quarter				01/01/12	03/31/12				
2nd Quarter				04/01/12	06/30/12				

