Council Meeting of
August 24, 2010

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

Members of the Council:

SUBJECT: Police – Accept the 2007 Urban Area Secruity Initiative Grant contract and appropriate and allocate the award for Police equipment and supplies. Expenditure: $54,443.

RECOMMENDATION

Recommendation of the Chief of Police that City Council accept the 2007 Urban Area Security Initiative Grant (UASI 07) contract and appropriate and allocate the award in the amount of $54,443 for Police equipment and supplies.

FUNDING

2007 Urban Area Security Initiative Grant.

BACKGROUND / ANALYSIS

The U.S. Department of Homeland Security, through the City of Los Angeles Mayor's Office, is providing financial assistance to selected jurisdictions through the 2007 Urban Area Security Initiative (UASI) Grant. The performance period is from March 31, 2010 through March 31, 2011. This federal grant is for addressing the planning, training, exercise, and equipment needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism. In February 2010, as a subrecipient of the City of Los Angeles, the Torrance Police Department was awarded $54,443 in funding from the 2007 UASI Grant. The funds will be used to purchase SWAT tactical armor and various equipment and supplies for Emergency Services and the South Bay Platoon.

Respectfully Submitted,

JOHN J. NEU
CHIEF OF POLICE

CM Note: Contract will be posted online.

By Laurie Anderson
Business Manager

CONCUR

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: 2007 UASI Grant Contract (Limited Distribution)

8B

Attachment A

FIRST SUPPLEMENTAL TO AGREEMENT NUMBER C-114563 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CITY OF TORRANCE

THIS FIRST SUPPLEMENTAL ("First Supplemental") to Contract Number C-114563 of City of Los Angeles Contract ("First Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter called the "City"), and the City of Torrance, a municipal corporation (hereinafter called the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and the Subrecipient have entered into that certain Agreement Number C-114563 (hereinafter the "Agreement") related to the Urban Area Security Initiative Grant 2007 ("UASI 07"), whereby the City distributed UASI 07 grant funds to the Subrecipient in accordance with the UASI 07 budget and the Subrecipient agreed to address the unique equipment, training, planning and exercise needs of the area, to assist it in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism, the execution of the Agreement having been authorized by the Los Angeles City Council on or about May 8, 2008 (Council File #07-0609), said Agreement effective October 16, 2007 through March 31, 2010; and

WHEREAS, on or about January 26, 2010, the California Emergency Management Agency ("CalEMA") extended the subgrantee performance period for the UASI 07 grant from March 31, 2010 to April 30, 2011 ("Grant Extension"); and

WHEREAS, on or about June 1, 2010, pursuant to Council File # 10-0455-S1, the Los Angeles City Council authorized the reallocation of certain UASI 07 funds attributed to project changes for UASI 07 partner jurisdictions such that the City of Torrance's original allocation of UASI 07 funds was increased by Fifty-Four Thousand Four Hundred Forty-Three Dollars ($54,443.00) of UASI 07 funds (the "Reallocation Amount") for a new total amount of Three Hundred Fifty-Eight Thousand Four Hundred Nine Dollars ($358,409.00) of UASI 07 funds allocated to the Subrecipient (C.F. #10-0455-S1), and further authorized the amendment of the Agreement to reflect such increase in allocation; and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office"), which has been designated by the City to administer the Agreement and the projects contemplated therein desires to amend or modify the

Agreement for the purpose of extending the time of performance to March 31, 2011 in accordance with the Grant Extension and pursuant to authority provided under Section 14.8 of the Los Angeles Administrative Code; and

WHEREAS, the City and the Subrecipient are desirous of entering into this First Supplemental for the purpose of amending or modifying the Agreement by (a) adding the Reallocation Amount to the Agreement, such Reallocation Amount to be used by the Subrecipient for the purchase of SWAT Tactical Armor and Platoon equipment for Regional Critical Infrastructure and Other Critical Assets enhancement, (b) extending the time of performance for Agreement Number C-114563 of City of Los Angeles Contract to March 31, 2011 and (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Supplemental and as authorized by the Los Angeles City Council (C.F. #10-0455-S1, 6/1/10); and

WHEREAS, this First Supplemental is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Subrecipient hereby covenant and agree as follows:

1. The Agreement, which is attached hereto as Exhibit 1, is revived by this First Supplemental and incorporated herein by this reference. The terms and conditions of said Agreement shall be the terms and conditions of this First Supplemental, except as expressly modified herein.

2. Term: The term of this First Supplemental shall be from October 16, 2007 to March 31, 2011.

   Such term modifies the original term of the Agreement, which was from October 16, 2007 through March 31, 2010.

3. Paragraph A of Section 301 entitled Payment of Grant Funds and Method of Payment, is hereby amended in its entirety to read as follows:

   "The City of Los Angeles shall pay to City of Torrance the grant amount of Three Hundred Fifty-Eight Thousand Four Hundred Nine Dollars ($358,409.00) ("Grant Amount") to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant Amount represents the amount allocated to City of Torrance in the FY '07 UASI grant award notice and budget, as may be amended."

   Such amendment increases the original allocation under the Agreement by the Reallocation Amount. Subrecipient hereby agrees to use the Reallocation Amount for the following:

SWAT Tactical Armor and Platoon equipment for
Regional Critical Infrastructure and Other Critical Assets
enhancement of the Torrance Police Department.

The Budget (as such term is defined in the Agreement) shall be amended accordingly to reflect the added Reallocation Amount and Subrecipient's use of such Reallocation Amount as specified above.

4. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect by way of this First Supplemental.

5. Ratification Clause: Due to the need for Subrecipient's services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this First Supplemental. To the extent that said services were performed in accordance with the terms and conditions of this First Supplemental, those services are hereby ratified.

6. This First Supplemental may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This First Supplemental includes four (4) pages and one (1) Exhibit 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.

APPROVED AS TO FORM AND LEGALITY: CARMEN A. TRUTANICH, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: JUNE LAGMAY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: City of Torrance, a municipal corporation By _____ Date _____
ATTEST: By _____ City Clerk Date _____	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: _____ Date of Approval _____
City Contract Number _____

EXHIBIT 1

Attachment A

CONTRACT SUMMARY SHEET

TO: **THE OFFICE OF THE CITY CLERK, INDEX SECTION**

FROM: **THE OFFICE OF THE MAYOR, HOMELAND SECURITY AND PUBLIC SAFETY**

CONTRACT NO. AND/OR AMENDMENT NO: C-114563

COUNCIL FILE NO.: 07-0609

DATE OF COUNCIL APPROVAL: 5/8/08

CONTRACTOR NAME:

City of Torrance

TERM OF CONTRACT: 10/16/07 **THRU:** 3/31/10

TOTAL AMOUNT: $303,966

Purpose of [Contract/Amendment]

As part of the Urban Areas Security Initiative (UASI) Fiscal Year 2007 grant award from the California Governor's Office of Homeland Security, in the amount of $58,064,000 for the period, October 16, 2007 to March 31, 2010, this contract awards the City of Torrance $303,966 to address the unique equipment, training, planning and exercise needs of the area, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

Approved by Council 4/29/08

Attachment A

AGREEMENT

Contractor: City of Torrance

City Contract Number C-114563

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ENTIRE AGREEMENT

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EXHIBITS

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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 Workplace Requirements
Exhibit E	Grant Assurances
Exhibit F	Authorized Program Expenditures
Exhibit G	Equipment Ledger
Exhibit H	Authorized Training
Exhibit I	Training Roster
Exhibit J	Authorized Exercises
Exhibit K	Exercise Roster
Exhibit L	Authorized Planning
Exhibit M	Authorized Organizational Activities
Exhibit N	Modification Request Form
Exhibit O	Reimbursement Request Form
Exhibit P	Reimbursement Request Submission Schedule
Exhibit Q	Equipment/Planning Milestones List
Exhibit R	Pro Forma Implementation Plan

Attachment A

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

THIS AGREEMENT 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 "City of Torrance" or "Contractor").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office of Grants and Training (G&T), has provided financial assistance directly to selected jurisdictions through the Fiscal Year (FY) 2007 Urban Areas Security Initiative ("UASI 07"); and

WHEREAS, this financial assistance is administered by the City of Los Angeles and is overseen by the California Office of Homeland Security ("OHS"); and

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

WHEREAS, the Los Angeles/Long Beach Urban Area ("LA/LBUA") consists of the City of Los Angeles, the City of Torrance, the unincorporated area of the City of Torrance, and 27 participating jurisdictions, including City of Torrance); and

WHEREAS, the G&T awarded a UASI 07 Grant of $58,064,000 ("Grant Funds") to the City of Los Angeles, as a Core City, for use in the LA/LBUA; and

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

WHEREAS, the Mayor's Office now wishes to distribute UASI 07 Grant Funds throughout the LA/LBUA, as further detailed in this Agreement ("Agreement") to City of Torrance and others;

WHEREAS, the City and City of Torrance are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 07-0609 dated May 8, 2008) which authorizes the City to prepare and execute the Agreement.

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

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and

B. City of Torrance, a municipal corporation, having its principal office at 3031 Torrance Boulevard, Torrance, CA 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:

   Arif Alikhan, Deputy Mayor
   Office of the Mayor
   Homeland Security and Public Safety
   200 N. Spring Street, Room 303
   Los Angeles, CA 90012
   Phone: (213) 978-0787
   Fax: (213) 978-0718
   Arif.Alikhan@lacity.org

2. The representative of City of Torrance shall be:

   LeRoy J. Jackson, City Manager
   3031 Torrance Boulevard
   Torrance, CA 90503
   Phone: (310) 618-5880
   Fax: (310) 618-5891
   ljackson@torrnet.com

   with a copies to:

Neli Mileva, Administrative Analyst
Torrance Fire Department
1701 Crenshaw Blvd
Torrance, CA 90501
Phone: (310) 781-7047
Fax: (310) 781-7030
nmileva@torrnet.com

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509
Phone: (310) 618-2870
Fax: (310) 618-2931
CityClerk@torrnet.com

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

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

§104. Conditions Precedent to Execution of This Agreement

City of Torrance shall provide copies of the following documents to the City of Los Angeles, unless otherwise exempted:

A. This Section is Left Intentionally Blank

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415L of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit C and made a part hereof. City of Torrance 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 October 16, 2007 and end March 31, 2010 or and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. City of Torrance and the City have previously completed a mutually approved Budget/Expenditure Plan, hereinafter "Budget." The Budget contains detailed listings of items for expenditure under the terms of this Agreement, which is incorporated herein by this reference.

1. Any request by City of Torrance to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit N. All modification requests must be approved in writing by the City during the term of this Agreement.

2. Modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter. A submission schedule is attached hereto as Exhibit P. Submissions made after the deadline will be returned to the City of Torrance and will not be accepted until the following submission period. The City will notify the City of Torrance in writing if reallocations requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reallocation requests shall be returned to the City of Torrance for revision and shall be accepted by the City when reallocation requests are accurate and complete.

3. Final modification requests must be submitted to the City no later than December 1, 2009 to provide the City time to meet OHS requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify City of Torrance, in writing, when unexpended balances may be re-directed. The transfer of redirected funding will take place no less than 15 days after the date of the notification letter.

B. City of Torrance shall complete Implementation Plans to manage their allocations. A Pro Forma Implementation Plan is attached hereto as Exhibit R. City of Torrance* shall provide Implementation Plans and any reports requested by the City regarding performance of the Agreement. Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Implementation Plans is subject to the prior review and written approval of the City.

C. Any equipment acquired pursuant to this Agreement shall be authorized in http://www.rkb.mipt.org and Appendix A, Authorized Program Expenditures, to the FY 2007 Homeland Security Grant Program, Program Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit F. City of Torrance shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the UASI 07 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is neither consumed nor loses its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than $5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPUs), terminals and printers.

1. Equipment shall be used by City of Torrance in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. City of Torrance shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or

program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. A ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit O), when applicable. Records must be retained pursuant to 28 C.F.R. Part 66.42, and Office of G&T. For each piece of equipment, the record shall include:

(1) The line item number and project number as stated in the Budget

(2) The equipment description as stated in the Budget

(3) The Authorized Equipment Listing number (AEL) found at http://www.rkb.mipt.org

(4) The AEL title

(5) The invoice number

(6) The vendor

(7) Total cost (prime vendor)

(8) Total cost (general)

(9) Cash request #

(10) Acquired date

(11) ID Tag #

(12) The condition and disposition of the equipment, indicating whether it is new or used

(13) The deployed location, including the address and/or name of the facility where the equipment is located

(14) The name and contact information to whom the equipment is assigned.

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.

6. City of Torrance must obtain a performance bond for any equipment line item over $250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.

7. City of Torrance must meet a March 31, 2009 deadline for the equipment items listed in Exhibit Q, Equipment/Planning Milestones. The equipment items listed in Exhibit Q must be purchased and received by March 31, 2009.

D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland Security Grant Program, Program Guidance and Application Kit, pages 27-32; 50-51 (attached as Exhibit H) and must be pre-authorized by OHS at http://www.homeland.ca.gov/hseep/traininghome.html.

E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland and Security Grant Program, Program Guidance and Application Kit, pages 32-36; 51 (Exhibit J). Detailed Homeland Security Exercise and Evaluation Program Guidance are available at http://www.homeland.ca.gov.

F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland and Security Grant Program, Program Guidance and Application Kit, pages 23; 50 (Exhibit L). Reference materials and additional details are available at http://www.homeland.ca.gov.

City of Torrance must meet a March 31, 2009 deadline for the planning items listed in Exhibit Q, Equipment/Planning Milestones. The planning items listed in Exhibit Q must be commenced and completed by March 31, 2009.

G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland and Security Grant Program, Program Guidance and Application Kit, pages 23-26; 50 (Exhibit M). Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner.

H. As required by OHS, the City shall electronically provide City of Torrance with a living, interactive pro forma template of a Project Management Workbook, incorporated herein by reference. City of Torrance shall maintain the Project Management Workbook to access, complete and update the following documents:

(1) Reimbursement Checklist

(2) Reimbursement Request Form

(3) Equipment Ledger

(4) Training Roster

(5) Exercise Roster

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The City of Los Angeles shall pay to City of Torrance the grant amount of Three Hundred Three Thousand Nine Hundred Sixty-Six Dollars ($303,966) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to City of Torrance in the FY '07 UASI grant award notice.

B. City of Torrance shall provide to the City invoices requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request Form (attached hereto as Exhibit O) and Equipment Ledger, Training Roster and/or Exercise Roster, as applicable, detailing the expenditures made by City of Torrance as authorized by Section 202 above. For equipment for which City of Torrance is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips. For training and exercise reimbursements, City of Torrance must include a copy of the class training roster (attached hereto as Exhibit I) or class exercise roster (attached hereto as Exhibit K) verifying training attendees, proof that an OHS tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

   The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, City of Torrance must include approval from the lead agency for all submitted invoices.

   Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City on or before December 31, 2009. The City will notify the City of Torrance in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the City of Torrance for revision and shall be accepted by the City when reimbursement requests are accurate and complete.

C. Notwithstanding anything to the contrary herein, City of Torrance may procure equipment through the "Equipment Purchase Assistance Program," (EPAP) as more fully described in "Fiscal Year 2007, Homeland Security Grant Program, Program Guidelines and Application Kit", page 91 Appendix D-2. Under this program, City of Torrance may select equipment from Fischer Scientific, the Grantor will pay the vendor directly, and the dollar amount of § 301A of this Agreement shall be reduced by the corresponding amount. Further information on EPAP is available in a fact sheet posted on the G&T website at

http://www.ojp.usdoj.gov/odp/library/bulletins.htm. City of Torrance shall notify the City of Los Angeles thirty (30) days prior to using the "Equipment Purchase Program," and shall submit to the City of Los Angeles a final report reconciling the full amount of the Agreement, ninety (90) days before the Agreement terminates.

D. Payment of final invoice shall be withheld by the City of Los Angeles until the City has determined that City of Torrance has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein.

F. (This section intentionally left blank.)

G. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program. The Agreement may be terminated immediately upon written notice to City of Torrance of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

A. The Contractor 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 Contractor 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 Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $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 Section 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 Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor 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 Contractor 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, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§410. Bonds

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

§411. Indemnification

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

§412. Conflict of Interest

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

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. (This section intentionally left blank.)

D. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

E. The Contractor shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

F. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

H. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

I. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

J. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§413. Insurance

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

§414. Restriction on Disclosures

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

§415. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000.00 in loan funds, City of Torrance shall submit to the

City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to City of Torrance until the Certification is filed.

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

5. Records Inspection

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

City of Torrance 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 City of Torrance unless authorization to remove them is granted in writing by the City.

7. Subcontracts and Procurement

City of Torrance shall comply with the federal and City of Torrance standards in the award of any subcontracts. For purposes of this

Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

8. Labor

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

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

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

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

9. Civil Rights

City of Torrance shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation

act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

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

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

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

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

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

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

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

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

11. Preservation

City of Torrance shall comply with Section 107 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

City of Torrance shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and City of Torrance shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither City of Torrance nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. City of Torrance shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

City of Torrance shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357. City of Torrance shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit D, and incorporated herein by reference.

14. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, *Financial Guide*; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, *Urban Areas Security Initiative Grant Program II*; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

   Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70,

Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

2. Travel Expenses

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

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

3. Noncompliance

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

C. Compliance With Grant Assurances

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

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and

allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

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

Under the terms of this Agreement, City of Torrance is exempt from compliance with the provisions of Sections 10.37 et seq and 10.36 et seq.

§419. Earned Income Tax Credit

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

§420. Equal Benefits Ordinance

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

§421. Contractor Responsibility Ordinance

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

§422. Slavery Disclosure Ordinance

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

§423. Child Support Assignment Orders

Under the terms of this Agreement, City of Torrance is exempt from compliance with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. City of Torrance shall comply with California Family Code Section 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 Contractor contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should City of Torrance 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 City of Torrance, and any increase or decrease in the amount of compensation which are agreed to by the City and City of Torrance shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

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

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-three (33) pages and eighteen (18) Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY: ROCKARD J. DELGADILLO, City Attorney By _____ Deputy City Attorney Date 9-8-08	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date SEP 25 2008
ATTEST: Karen E. Kalfayan, City Clerk By _____ Deputy City Clerk Date 9-30-08 C-114563	
APPROVED AS TO FORM: By _____ for: City Attorney, JOHN L. FELLOWS III Date 08-26-2008	For: City of Torrance, a municipal corporation By _____ FRANK SCOTTO, City Mayor Date 08-26-2008
ATTEST: By _____ City Clerk, SUE HERBERS Date 08-27-2008	

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: _____ Date of Approval _____
City Contract Number C-114563

EXHIBIT A
INSURANCE
(Not applicable to this Agreement.)

Attachment A

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

Attachment A

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
AGREEMENT NUMBER

City of Torrance
CONTRACTOR/BORROWER/AGENCY

FRANK SCOTTO, City Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 08-26-2008
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

Attachment A

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,.or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER

City of Torrance

CONTRACTOR/BORROWER/AGENCY

FRANK SCOTTO, City Mayor

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 08-26-2008

SIGNATURE DATE

EXHIBIT D
CERTIFICATION REGARDING DRUG FREE WORKPLACE

EXHIBIT D
CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with State law and State Employment Development Department (EDD) Directive No. D9707 by:

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 that 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, City Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 08-26-2008
SIGNATURE DATE

Attachment A

EXHIBIT E
GRANT ASSURANCES

Attachment A

Office of Homeland Security

Grant Assurances

(All Applicants)

Name of Applicant: Los Angeles/Long Beach UASI

Address: 200 N. Spring Street, Room 303

City: Los Angeles State: CA Zip Code: 90012

Telephone Number: (213) 978-0706

Fax Number: (213)978-0718

E-Mail Address: laura.shin@lacity.org

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

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and sub-granted through the State of California.

2. Will assure that grant funds are only used for allowable, fair, and reasonable costs

3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

4. Will provide progress reports and such other information as may be required by the awarding agency.

5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.

7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures. Will comply with all federal statues relating to nondiscrimination. These include but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
j. Title 28, CFR, Part 35;
k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
l. The requirements on any other nondiscrimination statute(s) which may apply to the application.

8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.

9. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

10. Will comply with environmental standards which may be prescribed pursuant to the following:

a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. notification of violating facilities pursuant to EO 11738;
c. protection of wetlands pursuant to EO 11990;
d. evaluation of flood hazards in floodplains in accordance with EO 11988;
e. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
f. conformity of federal actions to State (Clean Air) Implementation Plans under Section FY06 Homeland Security Grant Program Page 45 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
i. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.

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

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).

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

14. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:

a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.

b. b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per federal fiscal year.

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

16. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. FY06 Homeland Security Grant Program Page 46

19. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

20. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub-agreements.

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

22. Agrees that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

24. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

25. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal

Regulations, Part 66 or 70, that govern the application, acceptance and use of Federal funds for this federally-assisted project.

26. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

27. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:

a. Part 18, Administrative Review Procedures;
b. Part 20, Criminal Justice Information Systems;

c. Part 22, Confidentiality of Identifiable Research and Statistical Information;
d. Part 23, Criminal Intelligence Systems Operating Policies;
e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
g. Part 38, Equal Treatment of Faith-based Organizations;
h. Part 63, Floodplain Management and Wetland Protection Procedures;
i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures;
j. Part 61, Procedures for Implementing the National Environmental Policy Act;
k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement)
n. Part 69, New Restrictions on Lobbying
o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants)

28. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from

the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

29. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

30. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

31. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

32. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

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

34. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

35. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

36. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.
The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Laura Shin

Printed Name of Authorized Agent: Laura Shin

Title: Grant Director Date: August 29, 2007

EXHIBIT F
AUTHORIZED PROGRAM EXPENDITURES

Appendix A – Authorized Program Expenditures

Table 5 – FY 2007 Allowable Cost Matrix

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

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

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

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

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

EXHIBIT G
EQUIPMENT LEDGER

Subgrantee:
FIPS#:
Grant:

Governor's Office of Homeland Security
Grant Management Section

Project	Equipment Description	AEL #	AEL Title	Invoice #	Vendor	Total Cost Fisher Prime Vendor	Total Cost General	Cash Request #	Acquired Date	ID Tag #	Condition and Dispostion	Deployed Location
						$-						

Equipment Inventroy - Ledger
June 30, 2007

EXHIBIT H

AUTHORIZED TRAINING

E.4 -- Training

States, Territories, and Urban Areas are encouraged to use HSGP funds to develop a State/Territory homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, LETPP, MMRS, and CCP grant programs. Allowable training topics include, but are not limited to, CBRNE terrorism and catastrophic events, cyber/agriculture/food security, intelligence gathering and analysis, citizen and community preparedness, and training for volunteers.

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP) or specific annexes.

Definitions
G&T facilitates a number of different training sources:

- **G&T Provided Training:** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by G&T. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC) and G&T Training Partners funded through the Continuing and Demonstration Training grant programs.
- **Training Not Provided by G&T:** These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated Training Point of Contact (TPOC), and fall within the G&T mission scope to

prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses:** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or G&T and are sponsored by the SAA or their designated TPOC.
- **Approved State Sponsored Course Catalog:** This catalog lists State/Territory sponsored courses that fall within the G&T mission scope and have been approved through the G&T course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.
- **Federal Sponsored Courses:** This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than G&T.
- **Approved Federal Sponsored Course Catalog**: This catalog lists Federal-sponsored courses that fall within the G&T mission scope, and have been approved through the G&T course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.

Training Information Reporting System ("Web-Forms")
Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/Territory TPOC with the reporting of State and Federal sponsored training information. Web-Forms can be accessed through the G&T Toolkit located at www.firstrespondertraining.gov/admin.

G&T Provided Training
The Office of Grants and Training funds the direct delivery of a variety of classes that States can request to meet training needs. These classes are listed in the G&T approved course catalog listed at http://www.firstrespondertraining.gov/odp_webforms.

Each G&T Training Partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. Most of the courses are targeted to meet a particular need or population. When the direct delivery funds are exhausted, the Training Partner can continue to offer the classes to the States through one of two methods—the Cooperative Training Outreach Program (CO-OP) or the Excess Delivery Acquisition Program (EDAP).

The G&T CO-OP has been reworked and renamed as the Voluntary Training Enhancement Program (VTEP). VTEP is a voluntary program designed to increase flexibility for States and Territories while enhancing G&T's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years may be used to support a State, Territory, or Urban Area's implementation of this program.

Through VTEP, the SAA will have the authority to adopt various G&T provided programs for delivery by institutions within their State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum. VTEP will provide a training infrastructure for implementation that addresses the

challenges experienced by State, local, and Tribal jurisdictions to develop courses for a new audience and bring popular courses to more jurisdictions in the State. G&T recognizes existing capabilities of State/local fire and police academies, universities and community colleges, and other certified or approved institutions to deliver identified G&T provided training programs. G&T will provide additional information in an upcoming information bulletin.

EDAP allows a G&T Training Partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. This cost per class is approved by G&T so that States pay for the cost of instruction only, not the curriculum development costs that were paid by G&T training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

Attending Training Not Provided by G&T (State or Federal Sponsored Courses)
States, Territories, and Urban Areas are not required to request approval from G&T for personnel to attend training not provided by G&T (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the G&T mission scope and the jurisdiction's EOP and Strategy of preparing State and local personnel or citizens to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.

States, Territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by G&T, but supported with HSGP funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. Access to Web-Forms will be accomplished through the G&T toolkit located at www.firstrespondertraining.gov/admin. States, Territories, and Urban Areas intending to use G&T funds to support attendance at training not provided by G&T must ensure these courses:

- Fall within the G&T mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism and catastrophic events
- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comport with the State, Territory, or Urban Area Homeland Security Strategy
  Address specific tasks and/or competencies articulated in G&T's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*
- Address specific capabilities and related tasks articulated in the September 2006 version of the TCL, available through LLIS
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, LETPP, MMRS, CCP) for which the funding will be used

Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

In support of the continuing efforts to build common catalogs of approved training not provided by G&T, the SAA/TPOC will be allowed three deliveries of the same course within a State/Territory before the course is required to go through the G&T State course review and approval process. Additional course deliveries will be authorized during the review period. However, if the course is disapproved as part of the process, no additional G&T funds can be dedicated to attending the course.

State and Federal-Sponsored Course Catalogs

Courses approved by G&T will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/Territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the G&T Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at http://www.firstrespondertraining.gov/odp_webforms. G&T will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment.
- Course concept is disapproved as inconsistent with State plan, G&T guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the G&T Strategy for Blended Learning and access the Responder Training Development Center available at www.firstrespondertraining.gov/admin.

G&T funds must be used to supplement, not supplant, existing funds that have been *appropriated for the same purpose. G&T will conduct periodic reviews of all State,* Territory, and Urban Area training funded by G&T. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

States and Territories are required to conduct an annual Training and Exercise Plan Workshop to identify key priorities and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises discussion in section E.5.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds used to develop, deliver, and evaluate training,** including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** costs associated with attending or teaching G&T-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.
- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15% of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).

Certification/Recertification of Instructors is an allowable cost. States are encouraged to follow the G&T Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in an information bulletin issued in October 2006.

Reimbursement for tuition for enrollment in higher education programs that incorporate existing Master's Degree curricula in homeland security that are aligned with Department programs and priorities is an allowable cost, provided that:

a. No more than $10,000 per person during the 36-month period of performance may be directed to allowable higher education tuition costs at an accredited college or university.
b. Individuals are responsible for a 1/3 tuition expense matching requirement
c. Individuals cannot qualify for tuition reimbursement from overlapping periods of performance across different HSGP program years
d. Individuals must successfully complete coursework at a passing level of achievement such that they can demonstrate credits earned toward a Master's Degree at an accredited college or university
e. Individuals participating in allowable higher education activities must commit to two years of additional service to their assigned State or local agency upon completion of education activities. Failure to complete two years of service post-completion will result in the *grantee* repaying all awarded amounts back to the Federal government.

C.4 -- **Training**

FY 2007 UASI funds may be used to enhance the capabilities of State and local government and non-governmental emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include:

Establishment of, support for, conduct of, and attendance at preparedness training programs within existing training academies/institutions, universities, or junior colleges. Preparedness training programs are defined as those programs related to prevention, protection, response, and or recovery from natural, technical, or manmade catastrophic incidents, supporting one or more Target

Capabilities in alignment with National Priorities as stated in the Goal. Examples of such programs include but are not limited to: CBRNE terrorism; critical infrastructure protection; information and intelligence sharing; cyber security; and citizen preparedness through Citizen Corps Councils.
Overtime and backfill costs associated with attendance at G&T-sponsored and approved training courses. UASI funding may also be used for training citizens in awareness, prevention, protection, response, and recovery skills coordinated through Citizen Corps Councils.

Attachment A

EXHIBIT I

TRAINING ROSTER

Subgrantee:
FIPS#:
Grant:

Governor's Office of Homeland Security
Grant Management Section

Project	Course Name	Solution Area Sub-Category	Discipline	Funding Source	Total Cost Reqested for Reimbursement	ODP Approved	Non-SLGCP Course Feedback #			Cash Request #

Training Roster

June 30, 2007

EXHIBIT J

AUTHORIZED EXERCISES

E.5 -- **Exercises**

Exercises conducted with G&T support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contains guidance for exercise design, development, conduct, evaluation and improvement planning. HSEEP Volume IV provides sample exercise materials. All four volumes can be found on the HSEEP website at http://hseep.dhs.gov.

NIMS Compliance
Exercises conducted using HSGP funding must be NIMS compliant, as defined by the 2007 NIMS compliance matrices. More information is available online at the NIMS Integration Center, http://www.fema.gov/emergency/nims/index.shtm.

Training and Exercise Plan Workshop
States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (T&EPW). A Multi-year Training and Exercise Plan must be produced from the T&EPW and submitted to the State's respective Exercise Manager and Preparedness Officer. This plan must be updated annually.

The Training and Exercise Plan will include the State's training and exercise priorities (based on the homeland security strategy and previous year improvement plans),

associated capabilities, and a multi-year training and exercise schedule (to be updated annually and resubmitted to G&T within 60 days of the Workshop). The schedule should reflect all exercises that are being conducted throughout the State, including Urban Areas, and not just those that are sponsored by G&T. All scheduled exercises must be entered through the National Exercise Schedule (NEXS) Application, which is located on the HSEEP website. A template of the Multi-year Training and Exercise Plan can be found in HSEEP Volume IV.

The Multi-year Training and Exercise Plan should employ a cycle of activity that includes training and exercises of increasing levels of complexity. The training cycle will follow a building block approach that identifies, for each State priority, the related capability(ies), and the focus of the training necessary to address the associated capabilities. States must complete a cycle of exercise activity (one discussion-based and one operations-based exercise) during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally-mandated (e.g., HHS, Chemical Stockpile Emergency Preparedness Program, Radiological Emergency Preparedness, Federal Aviation Administration) or private (e.g., Joint Commission on Accreditation of Healthcare Organizations) exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Exercise Scenarios
The scenarios used in HSGP-funded exercises must be based on the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. LETPP exercise scenarios must be terrorism-based. If conducting a natural or technological disaster exercise, the scenario must be catastrophic in scope and size, as defined by the National Response Plan.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

Models, Simulations and Games (MS&G)
Grantees who wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations, and games. Grantees can also consult with the MS&G

Decision Support System, which automates the aforementioned report into a searchable database. Both the report and system are available through the HSEEP website.

Special Event Planning
If a State or Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in the United States Coast Guard Spill of National Significance (SONS) exercise; or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for that event. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

Exercise Evaluation
All exercises will be performance-based and evaluated. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to G&T following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through Exercise Evaluation Guides (EEGs) found in HSEEP Volume IV. The EEGs and AAR/IPs are currently being updated to reflect the TCL. In the interim of these revisions, the current HSEEP EEGs and AAR/IP template should be utilized. All applicants are encouraged to use the Lessons Learned Information Sharing System (LLIS.gov) as a source for lessons learned and to exchange best practices.

AAR/IPs must be provided to G&T within 60 days following completion of each exercise (see HSEEP Volume IV for sample AAR/IP template). Currently, these AAR/IPs can be submitted through the G&T Secure Portal under each State's respective library folder.

In order to leverage assessments to ensure the gathering of objective exercise-based data, States are encouraged to form Cadres of Evaluators. These Cadres should be comprised of peers in the areas being evaluated, and should be available to evaluate exercises occurring throughout the State.

Self-Sustaining Exercise Programs
States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment. Components of a self-sustaining exercise program may include, but are not limited to: hiring dedicated exercise program staff; conducting awareness seminars on HSEEP; attending exercise training courses; or maintaining a system to track the completion and submission of AAR/IPs from exercises (including costs associated with meeting with local units of government to define procedures).

Role of Non-Governmental Entities in Exercises
Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State and local jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s).

Allowable Exercise Costs
Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
  Self-Sustaining Exercise and Evaluation Program: Includes costs related to developing and maintaining a self-sustaining State Homeland Security Exercise and Evaluation Program modeled on the national HSEEP, including HSEEP awareness seminars, exercise training courses, and AAR/IP tracking.
  Hiring of Full or Part-Time Staff or Contractors/Consultants – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15% of the total allocation as specified in section E.6. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. <u>In no case is dual compensation allowable.</u> That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.
  Overtime and Backfill – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning and conduct of the exercise project(s). These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. <u>In no case is dual compensation</u>

allowable (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.

Travel – Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).

Supplies – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).

- **Other Items** – These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, refreshments, gasoline, exercise signs, badges, etc.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle cost that is reimbursable is fuel/gasoline and mileage

Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)

C.5 -- Exercises

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

Urban Areas are eligible to apply for exercise direct support, but must do so in coordination with the SAA. Direct support exercises provided to Urban Areas will count against the amount of direct support allotted to the State for FY 2007.

EXHIBIT K

EXERCISE ROSTER

Subgrantee:
FIPS#:
Grant:

Governor's Office of Homeland Security
Grant Management Section

Project	Exercise Title	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Solution Area Sub Category	Discipline	Funding Source	Total Cost	Date AAR entered into ODP Secure Portal	Cash Request #

Exercise Roster
June 30, 2007

EXHIBIT L

AUTHORIZED PLANNING

E. Allowable Costs Guidance

The following pages outline global allowable costs guidance applicable to all programs included in the HSGP. A crosswalk of allowable costs across grant programs can be found in Appendix A.

E.1 -- Planning

Planning activities are central to SHSP, UASI, LETPP, MMRS, and CCP. States and Urban Areas may use FY 2007 HSGP funds for planning efforts that enable States and Urban Areas to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, and information technology) and levels of government. Working through Citizen Corps Councils, all jurisdictions are encouraged to include non-governmental entities and the general public in planning and associated training and exercises.[8] Examples of allowable planning costs are addressed in each program's individual section.

In support of efforts by State and local governments to improve their preparedness programs, program evaluations are now allowable planning costs. In addition to financial audits and program monitoring, program evaluations help managers track progress and demonstrate performance by quantitatively measuring program results. The evaluation process can provide objective evidence of program performance and its effectiveness, demonstrating positive outcomes to funding sources and the community. Programs may use evaluation findings to justify continued funding and to attract new funding sources. A well-executed evaluation may point out areas in which the program can improve its operations.

Additional information on the program evaluation process and its value is available through the Center for Program Evaluation within the Bureau of Justice of Assistance at the U.S. Department of Justice. Reference materials can be accessed at http://www.ojp.usdoj.gov/BJA/evaluation/index.html.

FY 2007 HSGP requires a comprehensive program evaluation of State and local activities to be submitted to respective Governors between September 1 and October 1, 2007. States will work in consultation with their assigned G&T Preparedness Officer to develop program evaluation reporting requirements that align with existing State performance management guidelines and the State's planned use of FY 2007 HSGP funds.

[8] Non-governmental entities include the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations.

C. Authorized Program Expenditures

This section provides guidance on the types of expenditures that are allowable under UASI. Please refer to the checklist in Appendix A for a summary of authorized UASI expenditures.

C.1 -- Planning

Urban Areas may use FY 2007 UASI funds for multi-discipline planning efforts to prioritize needs, update preparedness strategies, allocate resources, and deliver preparedness programs. These efforts include the collection and analysis of intelligence and information and the development of policies, plans, procedures, mutual aid agreements, strategies, and other publications that comply with relevant laws, regulations, and guidance necessary to perform assigned missions and tasks. It is explicitly permissible to use planning funds to hire government and/or contractor personnel to conduct planning activities described here.

Similar to SHSP, FY 2007 UASI funds may be used for a broad range of homeland security planning activities. Additional details and examples are available at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm.

E. Allowable Costs Guidance

E.2 -- Organization (UASI and LETPP only)

States and Urban Areas may use FY 2007 UASI and LETPP funds to support select organization activities. States and Urban Areas must justify proposed expenditures of

[8] Non-governmental entities include the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations.

1. Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTFs, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

2. UASI and LETPP funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for **two years**, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts.

The International Association of Law Enforcement Intelligence Analysts' (IALEIA) Educational Standard # 7 (page 14 of the *IALEIA Analytic Standards booklet*) provides standards on the categories of training needed for intelligence analysts.

A list of approved courses will be shared as soon as possible. ***A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.***

EXHIBIT M

AUTHORIZED ORGANIZATIONAL ACTIVITIES

E. Allowable Costs Guidance

E.2 -- Organization (UASI and LETPP only)

States and Urban Areas may use FY 2007 UASI and LETPP funds to support select organization activities. States and Urban Areas must justify proposed expenditures of

[8] Non-governmental entities include the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations.

UASI or LETPP funds to support organization activities within their Investment *Justification submission by using historical data or other analysis.*[9] *No more than* 25 percent of the gross amount of the allocation for these programs may be used for operational expenses and overtime costs for the three (3) operational activities noted below.

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

   In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, costs eligible for reimbursement under this policy are those deemed allowable under previous Code Orange alerts. Subject to the conditions stated above, States and local governments may use FY 2007 UASI and LETPP funds for organizational costs to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

   - Backfill and overtime expenses for staffing State or local emergency operations centers (EOCs) and/or fusion centers
   - Hiring of contracted security for critical infrastructure sites
   - Public safety overtime
   - National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
   - Increased border security activities in coordination with U.S. Customs and Border Protection (CBP), as outlined in G&T Information Bulletin #135

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

   UASI: Up to 10% of FY 2007 UASI funds may be used for operational overtime costs incurred in UASI jurisdictions during Code Yellow and higher alert levels. The remaining 15% may be used to support costs incurred during Code Orange and higher alert levels. Operational overtime costs incurred at National Special Security Events (NSSEs) in UASI jurisdictions, as designated by the Secretary of Homeland Security, are also allowed.

   States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 25 percent of the State share of the UASI grant). However, those activities must directly support increased security *measures enacted in the UASI jurisdictions.*

[9] The effectiveness of a request for the use of funds for allowable organizational costs will be judged on the Investment Justification to illustrate the need for such resources to effectively achieve a capability that will have a meaningful impact in the reduction of risk.

Full-time Counterterrorism Staffing Pilot for FY 2007 UASI

- As a pilot in FY 2007, Tier 1 UASI jurisdictions, identified in Chapter II, may use FY 2007 UASI funds to support non-overtime (or regular time) operational costs for existing positions that are currently assigned to full-time counterterrorism duties, including intergovernmental assignments. (Counterterrorism duties include such activities as intelligence gathering, information sharing, and surveillance.) Costs associated with newly hired personnel or regular time for personnel at all engaged in traditional public safety or non-counterterrorism duties in these jurisdictions are ineligible. Any Tier 1 jurisdiction electing to pursue this option must take the following actions:

  - Include a specific implementation plan for these counterterrorism activities as an Investment within the Urban Area's FY 2007 Investment Justification. This submission must clearly demonstrate how the proposed support for operational personnel would enhance prevention activities, what milestones would be achieved during the period of performance, what tangible outcomes would be achieved through these actions, and how assignment rotations among counterterrorism positions, if applicable, will be employed to improve understanding and collaboration among counterterrorism missions.
  - Submit documentation with the application from the jurisdiction's chief elected official that certifies in writing that funds being used under this provision are only maintaining existing personnel who are performing purely counterterrorism duties.
  - Develop and submit for review within 60 days of the grant award a detailed audit process to ensure that during that implementation no new personnel are being supported through the pilot; that supported personnel are involved only in counterterrorism activities; and that the objectives outlined in the Investment Justification are being fulfilled. Findings from these audit activities must be submitted to DHS for review on a semiannual basis.

  DHS reserves the right to issue final approval for a jurisdiction's proposal. Grantees are encouraged to consider how this pilot effort can support implementation of specialized capabilities within transit systems. Furthermore, the above provisions represent a pilot effort for FY 2007 only. Results from this pilot process will determine whether similar provisions will be included in future fiscal years.

LETPP: Up to 25 percent of FY 2007 LETPP funds may be used for operational overtime costs incurred during Code Orange and above alerts. Costs associated with **border protection activities only** are also eligible at Code Yellow, provided that those activities are conducted in accordance with previous guidance issued in Information Bulletin #135. These activities must be coordinated with CBP.

1. Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTFs, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

2. UASI and LETPP funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for **two years,** after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts.

The International Association of Law Enforcement Intelligence Analysts' (IALEIA) Educational Standard # 7 (page 14 of the *IALEIA Analytic Standards booklet*) provides standards on the categories of training needed for intelligence analysts.

A list of approved courses will be shared as soon as possible. ***A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.***

C. Authorized Program Expenditures

This section provides guidance on the types of expenditures that are allowable under UASI. Please refer to the checklist in Appendix A for a summary of authorized UASI expenditures.

C.1 -- Planning

Urban Areas may use FY 2007 UASI funds for multi-discipline planning efforts to prioritize needs, update preparedness strategies, allocate resources, and deliver preparedness programs. These efforts include the collection and analysis of intelligence and information and the development of policies, plans, procedures, mutual aid agreements, strategies, and other publications that comply with relevant laws, regulations, and guidance necessary to perform assigned missions and tasks. It is explicitly permissible to use planning funds to hire government and/or contractor personnel to conduct planning activities described here.

Similar to SHSP, FY 2007 UASI funds may be used for a broad range of homeland security planning activities. Additional details and examples are available at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm.

EXHIBIT N
MODIFICATION REQUEST FORM

Attachment A

CITY OF LOS ANGELES
URBAN AREA SECURITY INITIATIVE GRANT
MODIFICATION REQUEST FORM

PLEASE RETURN TO:
Grant Specialist:
Mayor's Office of Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: 213/978-0600
Fax: 213/978-0718

Please fill out this form with detail and accuracy. Forms will not be processed without correct reference numbers and project numbers. Submission of this form is a request only and does not guarantee approval. Reallocation of funds is not guaranteed and is at the discretion of the grant administrator, the State, and Federal governments.

Grant:
Fiscal Year:
Requesting Agency:
Prepared By:
Phone Number:
Amount of Reallocation:

From:
Reference & project # to be reallocated:
Project Name:
Discipline:
Solution Area:
Current funds in line item prior to reallocation:
Total funds in line item after reallocation:

To:
Reference & project # to be reallocated to:
Project Name:
Discipline:
Solution Area:
Solution Area-Sub-Category (See Workbook):
Equipment AEL # and AEL Title:
QUANTITY of each equipment item:
COST of each equipment item:
Training ODP tracking #s:
Current funds in line item prior to reallocation:
Total funds in line item after reallocation:

Reason for Reallocation:

_____ _____
Requesting Agency Approval (signature or email confirmation required) Date

FOR LA CITY INTERNAL USE ONLY

Approved By: _____ Amount: _____ Date: _____

EXHIBIT O

REIMBURSEMENT REQUEST FORM

Attachment A

CITY OF LOS ANGELES

URBAN AREA SECURITY INITIATIVE GRANT
Reimbursement Request Form

Return Reimbursement Requests to:

_____, Grant Specialist
Mayor's Office of Homeland Security and Public Safety
200 N. Spring St., Room #M175C
Los Angeles, CA 90012
Phone:
Fax: 213.978.0718

Core City: City of Los Angeles

Requesting Agency: _____

Reimbursement Period: _____ to _____

Prepared By: _____
Phone No.: _____

UASI FY06 ☐
UASI FY07 ☐
UASI FY08 ☐

Please mark this box to indicate final request for reimbursement ☐

Line No./ Project No.	Authorized Total Amount	Previous Request	Current Request	Cumulative Request		Balance
						-
Total	-	-	-			-

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

Authorized Department Approval:

_____
Print Name

_____
Title

_____
Signature Date

_____
Phone No. (extension) Fax No.

_____
E-mail Address

Please Remit Payment to:

_____
Name

_____
Address

_____
City State Zip

Reference No. _____

To be completed by HSPS Accounting Department

DHS/OES Reimbursement Request By:_____ Transaction ID:_____ Date:_____

DHS/OES Reimbursement Received:_____ Cash Receipt No._____ JV No. _____

Transfer to Depart Date:_____ JV No. _____ Invoice No._____

EXHIBIT P

MODIFICATION REQUEST SUBMISSION SCHEDULE

EXHIBIT P

MODIFICATION REQUEST SUBMISSION SCHEDULE

Modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter, as follows:

Fiscal Quarter Ends:	Requests Must Be Submitted By:
March 31	**March 1**
June 30	**May 31**
September 30	**August 31**
December 31	**December 1**

Submissions made after the deadline will be returned to the City of *** and will not be accepted until the following submission period. The City will notify the City of *** in writing if reallocations requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reallocation requests shall be returned to the City of *** for revision and shall be accepted by the City when reallocation requests are accurate and complete.

Final modification requests must be submitted to the City no later than December 31, 2009.

EXHIBIT Q
EQUIPMENT/PLANNING MILESTONES LIST

Equipment/Planning Milestones

Line Item	Initiative	Solution Area	Discipline	Amount
Line 5	Project A	Strengthen Regional Plans/Equip	EMG	$500,000
Line 3	Project A	Strengthen Regional Plans/Equip	LE	$600,000
Lines 27,29,30-32,36	Project B	Strengthen Regional Public Awareness/Equip	EMG	$1,185,738
Line 44	Project C	Strengthen Flow/Secure Real Time Equip	FS	$950,000
Lines 45, 46	Project C	Strengthen Flow/Secure Real Time Equip	LE	$1,730,000
Lines 47, 52-54, 57, 60-63	Project D	Strengthen Info/Intel Gather Equip	LE	$2,706,411
Lines 68-72, 81	Project E	Strengthen Regional CBRNE Equip	FS	$7,901,620
Lines 73,77,79,82-89	Project E	Strengthen Regional CBRNE Equip	LE	$4,364,680
Lines 74-76	Project E	Strengthen Regional CBRNE Equip	PH	$513,600
Line 80	Project E	Strengthen Regional CBRNE Equip	PW	$396,800
Line 90	Project F	Strengthen Medical Surge Equip	FS	$1,035,000
Lines 91-94	Project F	Strengthen Medical Surge Equip	PH	$1,390,000
Lines 97,98, 100, 101	Project G	Strengthen Mass Prophy Plan	PH	$1,157,018
Lines 103, 106, 109, 110, 112-114, 116	Project H	Strengthen Regional Critical Infra Equip	LE	$4,282,380
Lines 108, 115	Project H	Strengthen Regional Critical Infra Equip	LE	$900,000

All jurisdictions must meet a March 31, 2009 deadline for the equipment and planning items listed in Exhibit Q, Equipment/Planning Milestones. The equipment items listed in Exhibit Q must be purchased and received by March 31, 2009. The planning items must be commenced and completed by March 31, 2009.

EXHIBIT R
PRO FORMA IMPLEMENTATION PLAN

Attachment A

Los Angeles/Long Beach Urban Area Security Initiative Fiscal Year 2007 Grant Program

<Insert Project Name>
<Insert Project #>
Implementation Plan

<Insert Agency Name>
<Insert Date>

Instructions

This Implementation Plan is intended to help FY07 Los Angeles/Long Beach UASI grant project awardees efficiently manage their allocations. It is also meant to provide the City of Los Angeles Mayor's Office, as administrator for the FY07 Los Angeles/Long Beach UASI grant, with verification that grant allocations are being appropriately used and in a timely manner. Each section of this plan provides instructions for the type of information that should be included. Please replace the instructions (highlighted in yellow) with project specific information. Information not highlighted in yellow should not be altered. For questions or assistance, please contact Kathryn Humphrey at khumphrey@icfi.com or Ryan Higgins at rhiggins@icfi.com. To expedite grant distribution, please ensure that an Implementation Plan is completed for each project your organization has been awarded under the 07 UASI grant and received by Ryan Higgins (rhiggins@icfi.com) no later than October 5, 2007.

Declaration of Intent

The <Insert Lead Agency Name> fully understands the significance of the Fiscal Year 2007 Urban Area Security Initiative (UASI) grant it has been awarded for the <Insert Project Name>. As a result, the <Insert Lead Agency Name> recognizes the importance of implementing these funds for their intended purpose in an efficient and timely manner that meets all U.S. Department of Homeland Security (DHS) requirements. The <Insert Lead Agency Name> has developed this Implementation Plan to demonstrate its commitment to the Los Angeles/Long Beach Urban Area. In recognizing the commitment to this Implementation Plan the <Insert Lead Agency Director/Executive > shall notify the Mayor's Office within thirty days of anything herein is changed. As the <Insert Title of Lead Agency Director/Executive> of the <Insert Lead Agency Name>, I acknowledge this project as a priority in the organization and commit the <Insert Lead Agency Name>, including all relevant resources within its control, to the effective implementation of this grant as described in this Plan.

<Insert Signature of Lead Agency Director/Executive> <Insert Date>

<Insert Typed Name of Lead Agency Director/Executive>
<Insert Title of Lead Agency Director/Executive>

<Insert Project Name>
Implementation Plan

Project #

<Insert Project Number>

Mayor's Line Item Reference #

<Insert Reference Number>

Project Description

<Insert a detailed description of the project>

Funds Allocated

<Insert dollar amount allocated for this project>

Agency Involvement

Lead Agency: <If multiple agencies are responsible for the implementation of this project (whether in the same jurisdiction or not), identify the one agency that will take primary responsibility for coordinating and overseeing the implementation of this project. Only one agency may serve as the lead agency.>

Participating Agencies: <Identify additional agencies (across jurisdictions if applicable) that have direct involvement in the implementation of this project. List each appropriate agency.>

Points of Contact

Lead POC: <The primary POC for the project must be from the Lead Agency. This person will be the primary liaison to the City of Los Angeles Mayor's Office>
Agency:
Telephone:
Fax:
Email:
Address:
Alternate Lead POC: (# - # - #)

Subject Matter Expert POC:
Agency:
Telephone:
Fax:
Email:
Address:

Participating Agency POC:
Agency:
Telephone:
Fax:
Email:
Address:

Intended Use of Funds

Equipment (Purchase): <Insert Total Amount and Agency Distribution, if appropriate>

Exercises
In House: <Insert Total Amount and Agency Distribution, if appropriate>
Overtime/Backfill: <Insert Total Amount and Agency Distribution, if appropriate>
Contracted: <Insert Total Amount and Agency Distribution, if appropriate>

Planning
In House: <Insert Total Amount and Agency Distribution, if appropriate>
Contracted: <Insert Total Amount and Agency Distribution, if appropriate>

Organization:
Overtime/Backfill: <Insert Total Amount and Agency Distribution, if appropriate>
Staffing: <Insert Total Amount and Agency Distribution, if appropriate>
Contracted: <Insert Total Amount and Agency Distribution, if appropriate>

Training
In House: <Insert Total Amount and Agency Distribution, if appropriate>
Overtime/Backfill: <Insert Total Amount and Agency Distribution, if appropriate>
Contracted/Purchased: <Insert Total Amount and Agency Distribution, if appropriate>

Roles and Responsibilities

City of Los Angeles, Mayor's Office

- Accepts the aggregate Los Angeles/Long Beach UASI grant allocation from the California Governor's Office of Homeland Security.
- Requests Los Angeles City Council approvals as required throughout the performance period.
- Distributes grant allocations from the aggregate amount to the lead agencies for priority projects as determined by the Los Angeles/Long Beach UASI Approval Authority.
- Supports lead and other involved agencies in avoiding or overcoming obstacles to grant implementation.

- Makes available appropriate resources under its authority to support effective implementation within lead and other involved agencies.
- Performs personal services procurement and contracting for Los Angeles City Departments.
- Monitors the implementation of grant allocations by lead and other involved agencies.
- Reports quarterly on the status of FY07 UASI implementation to the California Governor's Office of Homeland Security and the U.S. Department of Homeland Security as appropriate.
- Demonstrates that the implementation of UASI funds is a priority of the Urban Area.

<Insert Lead Agency Name>

- Accepts the project-specific grant allocation from the City of Los Angeles Mayor's Office.
- Notifies other agencies with direct involvement in the implementation of the funded project about the award and their roles and responsibilities.
- Coordinates meetings with all directly involved agencies to facilitate the appropriate use of funds.
- As determined in coordination with all involved agencies, distributes the grant allocation to other agencies involved and/or executes expenditures on behalf of the involved agencies.
- Ensures that allocations distributed to other involved agencies are used appropriately and in a timely manner.
- Maintains a primary point of contact to oversee the project implementation activity and to serve as a liaison to other involved agencies and the City of Los Angeles Mayor's Office.
- Reports to the City of Los Angeles Mayor's Office on the status of funding and project implementation in accordance with reporting procedures described in the next section.
- Promptly reports to the City of Los Angeles Mayor's Office any issues that may negatively impact the implementation schedule identified in this Plan, particularly those involving coordination across agencies and/or jurisdictions.
- Measures and reports to the City of Los Angeles Mayor's Office the effectiveness of activities that resulted from the project's implementation.
- Demonstrates that the implementation of UASI funds is a priority of the organization.

Other Involved Agencies

- Supports the Lead Agency in implementing the project and grant allocation.
- Identifies a primary point of contact to support and coordinate with the Lead Agency point of contact on all project related issues.
- Accepts project-specific grant allocations from the Lead Agency, if applicable.
- Ensures that allocations are used appropriately and in a timely manner, if applicable.
- Reports to the Lead Agency on the status of funding and project implementation.
- Promptly reports to the Lead Agency any issues that may negatively impact the implementation schedule identified in this Plan, particularly those involving coordination across agencies and/or jurisdictions.

- Measures and reports to the Lead Agency the effectiveness of activities that resulted from the allocation's implementation.
- Demonstrates that the implementation of UASI funds is a priority of the organization.

Reporting Procedure

As the lead agency for the <Insert Project Name and Number> under the FY07 UASI grant, the <Insert Lead Agency Name> will report to the City of Los Angeles Mayor's Office, the administrator for the Los Angeles/Long Beach UASI, on a regular basis and as requested. The following reporting standards will be followed over the life of this project:

Report should be sent quarterly to the City of Los Angeles Mayor's Office, designated Grants Specialist, <POC name, email, address> via <hard copy mail/email>. A standard reporting format will be developed and provided to you prior to the first report submission. The report will attempt to include all information necessary to satisfy the City, UASI, CA OHS, and DHS requirements. An example of the reporting requirements may include: obligated funds (amount that has been dedicated to current orders), funds expended, amount that has been reimbursed, equipment inventory listing, and status of activities in the Implementation Schedule.

Implementation Schedule

Instructions: This table is designed to identify all of the activities associated with the effective execution of the project grant. It should be detailed and include such things as agency approvals, procurement steps, OHS approvals, Council approvals, RFP draft completion, posting of RFPs, contract completion, equipment delivery date, training/exercise completion dates, reimbursement submissions. This table can be expanded to include as many activities as necessary to see the project through to completion. All activities should be listed in chronological order.

In the Activity column, identify the action that is to be taken. In the Result column, describe the anticipated results associated with each activity. The Milestones column should identify a specific date by which the activity is supposed to be completed. And, since many agencies and/or units/divisions of agencies may be involved in the project, identify the specific agency(ies) and agency unit(s)/division(s) that are responsible for ensuring the activity is completed.

The following are important milestones in project initiation:

- October 1, 2007* - Receive UASI 07' Grant Award authorization from the Office of Homeland Security.
- December 31, 2007* –Los Angeles City Council accepts the UASI 07 Award and authorizes the expenditure of UASI 07 funds.
- March 15, 2008*- Contracts between the City of Los Angeles and partner jurisdictions are sent and executed (Non City of Los Angeles Departments only).

* Target dates are subject to change.

All projects must be completed by March 31, 2010.

#	Activity	Result	Milestone	Dollars Involved (if applicable)	Responsible Agency & Unit/Division
1	Review project purchases with your designated Grants Specialist to verify allowability.	Purchases are allowable under the grant and will be reimbursed.	ASAP	The value of all purchases.	Lead Agency POC with designated Grants Specialists
2	Submit quarterly reports to your designated Grants Specialist.	Up-to-date project status.	Quarterly (March, June, Sept, Dec)	If modifications impact $	Lead Agency POC

#	Activity	Result	Milestone	Dollars Involved (if applicable)	Responsible Agency & Unit/Division
3					
4					
5					
6					
7					
8					
9					
10					
11					

#	Activity	Result	Milestone	Dollars Involved (if applicable)	Responsible Agency & Unit/Division
12					
13					
14					

Averting Implementation Obstacles

If potential challenges/obstacles exist to the timely implementation of the grant awarded for this project (i.e., affecting the Implementation Schedule laid out in the previous section), then you may identify them in this section. However, identified challenges/obstacles are not to become excuses for not effectively implementing the grant. Therefore, for each challenge identified an associated strategy for averting the obstacle must be described.

This section may be expanded as needed or removed if it is not applicable.

Obstacle 1: <Insert Description of Obstacle, if Applicable>

Averting Strategy: <Insert Strategy – Required if an Obstacle is Identified>

Obstacle 2: <Insert Description of Obstacle, if Applicable>

Averting Strategy: <Insert Strategy – Required if an Obstacle is Identified>

Obstacle 3: <Insert Description of Obstacle, if Applicable>

Averting Strategy: <Insert Strategy – Required if an Obstacle is Identified>

Equipment Inventory Listing

Equipment Description	AEL #	AEL Title