Council Meeting of
October 12, 2010

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

Members of the Council:

SUBJECT: Police - Approve a Subrecipient Agreement with the City of Los Angeles as fiscal agent and designate the Mayor as the City's authorized representative for the 2009 Justice Assistance Grant. Expenditure: Not applicable.

RECOMMENDATION

Recommendation of the Chief of Police that City Council:

1. Approve a Subrecipient Agreement with the City of Los Angeles as fiscal agent for the 2009 Justice Assistance Grant, for the period from October 1, 2008 through September 30, 2012; and
2. Designate the Mayor as the City's authorized representative for the 2009 Justice Assistance Grant; and
3. Authorize the Mayor to execute all necessary documents in connection with the 2009 Justice Assistance Grant.

FUNDING:

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

BACKGROUND/ANALYSIS

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

The JAG provides funds to states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.

In March 2010, Council approved an MOU with the City of L.A. to act as fiscal agent for this grant and appropriated and allocated $36,941.99 in awarded funds to the Cadet Program. Established in 2002, the Cadet Program provides valuable work experience to college students interested in a career in law enforcement.

To receive payment of Police's 2009 JAG Grant, the City of L.A. requires execution of a Subrecipient Agreement for all grant recipients outlining the grant's terms and conditions; i.e. project details, payment procedures, performance period, reporting procedures, etc. Additionally, the Subrecipient Agreement designates an authorized representative for each subrecipient agency. The 2009 JAG Grant is a federal allocation to the City of Torrance and the Mayor is the appropriate authorized representative designee for the Grant.

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

Respectfully submitted,

JOHN J. NEU
Chief of Police

By: Kent Sentinella
Administrative Analyst

CONCUR:

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: Subrecipient Agreement

Attachment A

SUBRECIPIENT AGREEMENT

Jurisdiction: City of Torrance

Title: FY 09 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

City Contract Number _____

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EXHIBITS

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Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
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ATTACHMENT 1 Budget/Expenditure Plan

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through its Office of Justice Programs ("OJP") Bureau of Justice Assistance ("BJA"), has provided financial assistance to the City and 58 disparate participating jurisdictions within the County of Los Angeles through the Fiscal Year (FY) 2009 Edward Byrne Memorial Justice Assistance Grant program ("JAG 09") in the amount of $7,316,821, such grant having been accepted by the City Council (C.F.09-2545 and dated January 19, 2010); and

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

WHEREAS, this financial assistance is being provided to support a broad range of activities to prevent and control crime based on the local needs and conditions of the participating jurisdictions, with each jurisdiction's allocations to be used for activities and projects that will provide meaningful and measureable outcomes consistent with the goals of JAG 09 program; and

WHEREAS, the Subrecipient is one of the 58 participating jurisdictions; and

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

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

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 09-2545 dated January 19, 2010) which authorizes the City to prepare and execute this Agreement.

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

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

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

B. City of Torrance, a municipal corporation, having its principal office at 3300 Civic Center Drive, Torrance, California 90503

§102. Representatives of the Parties and Service of Notices

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

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

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

2. The representative of City of Torrance shall be:

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

   with a copy to:

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

B. Formal n otices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or

certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

A. This Section is Left Intentionally Blank

B. Certificati ons Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

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 1, 2008 and end September 30, 2012 Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. Subrecipie nt's allocation and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance and requirements set forth in the following documents: (1) the Office of Justice Programs (OJP) Financial Guide 2009, (2) OJP Procurement Procedures Guide, (3) Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation, (4) Department of Justice Grants Management Common Rule as codified in Title 28 Code of Federal Regulations (CFR) Part 66,and (5) this Agreement. As a convenience, Exhibit F to this Agreement sets forth website addresses at which the above set forth documents may be found. Subrecipient shall use funds under this Grant to support the goals and objectives of the Grant as well as the activities, objectives and goals identified as part of the Subrecipient's requested allocation in the JAG 09 application as approved by the Grantor.

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan attached hereto as Attachment 1 (the "Budget"). The Budget contains a detailed listing of items for expenditure under the terms of this Agreement, and Subrecipient shall use the funds disbursed under this Agreement only for such items. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the Parties during the term of this Agreement.

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

2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City in writing when modification requests are accurate and complete. Subrecipient shall not expend any Grant funds on modified budget items until such modification is approved by the City and Grantor.

3. Final modification requests must be submitted to the City no later than 90 days prior to the end of the applicable Grant performance period deadline to provide

the City time to meet Grantor requirements. At that time, any unexpended funds may be re-directed to other needs as directed or approved by the Grantor.

C. Grantor may approve grant extensions to Time of Performance at its sole discretion. Any request by Subrecipient to extend Time of Performance must be made in writing to the Mayor's Office on a project extension request form to be provided to the Subrecipient by the City. All extension requests must be approved by Grantor in writing during the term of this Agreement.

D. Grant extension requests must be submitted to the City no later than 90 days before the end of the applicable Grant performance period deadline. Grant extension requests made after such 90 days date will be returned to the Subrecipient and will not be accepted. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete.

III.

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. Th e City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of thirty six thousand nine hundred and forty one dollars and ninety nine cents ($36,941.99) to be used for the funding of activities as described in Section 202 above and as set forth in the Budget. Such Grant amount represents the amount allocated to Subrecipient in the JAG 09 Grant by Grantor.

Subrecipient shall establish a trust fund account, which may or may not be interest-bearing, to hold the Grant funds during the period of the Grant. Such trust fund, including any interest, shall not be used to pay debts or expenses incurred by other activities beyond that set forth in the Budget. Subrecipient agrees to obligate and expend the Grant funds in the trust fund (including any interest earned) during the period of the Grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the City to be returned to the Grantor no later than 90 days after the end of the Grant period.

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

B. Notwithstanding anythi ng to the contrary in this Agreement, Subrecipient shall prepare, maintain, and provide to the City on a quarterly basis, any and all invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe and support the use of Grant funds under this Agreement. All such documentation shall be submitted to the City commencing on the 5th day of January, April, July and October

until the end of the Grant term. Such documentation shall be sufficient to fully and accurately describe and support the use of the Grant funds for such quarter for which documentation is provided, all in accordance with applicable Federal, State and City audit and review standards and requirements. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request any additional supporting documentation to substantiate costs incurred at any time. Documents shall be submitted to:

Attn: Charles De Cuir
Financial Management Unit ("FMU") Director
200 North Spring Street, Room M185
Los Angeles, CA 90012

C. Interest Income: Subrecipient must account for all interest income earned from the Grant. In accordance with OJP financial guidelines, interest earned on JAG funds is considered program income, and must be expended only on allowable purpose areas under these programs. Subrecipient will maintain records of and account for any interest earned on Grant funds. In order to reprogram and expend interest earned, Subrecipient must submit a Budget Modification Request to the City for approval prior to expending the interest amount. Interest earned and not expended by the close of the Grant period must be returned to the City to be returned to the grantor no later than 90 days after the end of the Grant period.

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

E. Th e City reserves the right to withhold 10% of Subrecipient's total allocation until all the requirements of this Agreement are met. These include but are not limited to:

1. Compliance with grant guidance and relevant regulations as specified in this Agreement and other applicable documentation of Grantor.

2. Timely and accurate submission of quarterly PMT data

3. Timely and accurate submission of appropriate quarterly fiscal back-up documentation and summary documents

4. Scope of Work or Budget modifications (if any) appropriately filed and approved

Final disbursement of this withholding amount will be made upon project completion and submission of final quarterly reports.

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local

Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

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

B. Th e Subrecipient shall comply with the provisions of the Los Angeles Administrative Code §§10.8-10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of $1,000 but not more than $100,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are

incorporated herein by this reference. If this Agreement contains a consideration in excess of $100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Subrecipient shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

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

§409. Los Angeles City Business Tax Registration Certificate

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

§410. Bonds

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

§411. Indemnification

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

A. Pursua nt to Government Code §§895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code §895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code §895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code §2778 regarding interpretation of indemnity agreements are hereby incorporated

§412. Conflict of Interest

A. Subrecipie nt 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. Defi nitions:

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

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

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

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

C. (This section intentionally left blank.)

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

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

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

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

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

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

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

§413. Insurance

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

§414. Restriction on Disclosures

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statu tes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement, either directly or indirectly, in support of enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Subrecipient until the Certification is filed.

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all subcontract agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency

that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

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

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

c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

d. None of the funds shall be used to promote or deter Union/labor organizing activities in accordance with California Government Code §16645 *et seq.*

9. Civil Rights

Subrecipient shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 28, Code of Federal Regulations (CFR), Part 42, Subparts C, D, E & 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; (l) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (m) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by

this award of assistance. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against Subrecipient, Subrecipient will promptly forward a copy of the finding to the City.

10. Environmental

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

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

c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.

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

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

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

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

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

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

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

k. Subrecipient shall assist the City and OJP Bureau of Justice Assistance ("BJA") in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

11. Preservation

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

12. Suspension and Debarment

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

13. Drug-Free Workplace

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

14. Miscellaneous

Subrecipient shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et seq.*). Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

B. Statu tes and Regulations Applicable To This Particular Grant

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

1. Title 28 CFR Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) current edition of *Financial Guide*; OJP *Procurement Procedures Guide*; and Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation.

2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448. All equipment and software purchased or developed under this Agreement must be compliant with DOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

3. To support public safety and justice information sharing, Subrecipient shall use the National Information Exchange Model (NIEM) specifications and guidelines in the use of Grant funds. Subrecipient shall publish and make available without restriction all schemas generated as a result of this Grant to the component registry as specified in the NIEM guidelines. More information on compliance with this provision is located at www.niem.gov/implementationguide.php.

4. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30,

Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects (including all OJP policies and procedures related thereto, and including the obtainment of Institutional Review Board approval, if appropriate, and subject informed consent); 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).

5. Subrecipient agrees to submit to the City for the City to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this Grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications resulting from Grant funds, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. 2009-DJ-BX-0471 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.

6. Subrecipient agrees that, within 120 days of receiving Grant funds, for any law enforcement task force funded with these Grant funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

7. All confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information. Subrecipient shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.

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

9. Requirements of the Genetic Information Nondiscrimination Act of 2008.

10. Subrecipient shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.

11. Subrecipient shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

12. To avoid duplicating existing networks or IT systems in any initiatives funded by Grantor for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Subrecipient can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. Subrecipient shall comply with all reporting, data collection and evaluations requirements, as prescribed by law and detailed by Grantor in program guidance for the JAG program.

14. Subrecipient shall ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Grant during the performance period for the Grant.

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

16. Subrecipient acknowledges and agrees that all of its programs funded by this Grant must conform to the Grant program requirements as stated in the BJA program guidance.

C. Reporting and Registration Requirements

This Grant award requires Subrecipients to complete projects or activities which are funded under the Grant and to report on use of Grant funds. Information from these reports will be made available to the public.

1. Subrecipient shall submit quarterly reports to Grantor using the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) system, which is located at https://www.bjaperformancetools.org/. Such quarterly reports on this system shall commence October 30, 2009 and continue through to the end of the Grant period, even if all Grant funds have been spent prior to the end of such Grant period. Subrecipient shall be assigned a user name and password to access this system. Prior to the Subrecipient submitting its first quarterly report, Subrecipient shall ensure that it has a valid DUNS profile and an active registration with the Central Contractor Registration Database.

   Directions for fulfilling this reporting requirement are located at https://www.bjaperformancetools.org/

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

   The reporting schedule is as follows:

Reporting Period	Type of Data Required	PMT Due Date
July 1– September 30	Program Performance Measures and Narrative	October 25th
October 1 - December 31	Program Performance Measures	January 25
January 1 - March 31	Program Performance Measures	April 25th
April 1 - June 30	Program Performance Measures	July 25th

D. Noncompliance and Compliance with Special Conditions

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

To obtain the Grant funds, the Grantor required an authorized representative of the City to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). These Special Conditions are attached hereto as Exhibit G. By signing these Special Conditions, the City became liable to the Grantor

for any funds that are used in violation of the Grant requirements. Subrecipient shall be liable to the Grantor for any funds the Grantor determines Subrecipient used in violation of these Special Conditions. Subrecipient shall indemnify and hold harmless the city for any sums the Grantor determines Subrecipient used in violation of the Special Conditions.

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Proce dure for Inventions

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

B. Rights to Use I nventions

City and 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 Invention developed under this Agreement.

C. Copyright Policy

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

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Bin ding on Subcontractors

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

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

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

§419. Earned Income Tax Credit

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

§420. Equal Benefits Ordinance

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

§421. Contractor Responsibility Ordinance

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

§422. Slavery Disclosure Ordinance

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

§423. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Child Support Assignment Orders Ordinance, §10.10 of the Los Angeles Administrative Code. Subrecipient shall comply with California Family Code 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 Subrecipient contracts, including procurement, construction and personal services. This policy applies to Subrecipient and its contractors and subcontractors.

§425. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

A. County may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If County conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

B. A religious or faith-based Contractor will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based Contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organizations mission statements and other governing documents.

E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Suspension (This section intentionally left blank.)

§503. Notices of Suspension (This section intentionally left blank.)

§504. Termination (This section intentionally left blank.)

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

VI.

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes twenty six (26) pages, seven (7) Exhibits, and one (1) Attachment, all of which constitute the entire understanding and agreement of the parties.

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

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 Date _____
ATTEST: JUNE LAGMAY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ John L. Fellows III, City Attorney Date _____	For: City of Torrance, a municipal corporation By _____ Frank Scotto, Mayor Date _____
ATTEST: By _____ Sue Herbers, City Clerk Date _____	[SEAL]

Internal Revenue Service ID Number: _____
Council File/OARS File Number: 09-2545 Date of Approval January 19, 2010
City Contract Number _____

EXHIBIT A

INSURANCE

(Not applicable to this Agreement)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or 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 Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

   (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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
RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Frank Scotto, Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Frank Scotto, Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT D

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§8350-8357, by:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Subrecipient'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 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 Grant program, the employee will:
   a. Abide by the terms of the statement, and
   b. Notify the Subrecipient 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.

5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. 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

6. Taking one of the following actions, within 30 calendar 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, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. 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.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

_____
AGREEMENT NUMBER

City of Torrance_____
CONTRACTOR/BORROWER/AGENCY

Frank Scotto, Mayor_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

EXHIBIT E

MODIFICATION REQUEST FORM

Grant: *Justice Assistance Grant (JAG)FY 09* Name of Jurisdiction: _____

Grant Point of Contact: _____

Point of Contact Address: _____

Point of Contact Email: _____

Phone #: _____ Date of Request: _____

Instructions:

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

_____

_____

_____

_____

2. Has interest been accrued on the JAG funds allocated to this jurisdiction? ☐ Yes ☐ No

If YES, please specify the amount accrued, and outline intended use below. (*Please note that interest earned on JAG funds is considered program income and should be expended only on allowable purpose areas under this program*).

Amount of Interest Accrued: _____

Intended Use: _____

_____

_____

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

Purchase/Project

Quarter	Activities	Deliverables	Start Date	End Date	Original Task Budget (JAG 09 Funds)		New Task Budget		Total Project Cost per phase/ Quarter
				TOTAL AMT:		+			

Personnel

Quarter	Activities	Deliverables	Start Date	End Date	Original Task Budget (JAG 09 Funds)		New Task Budget		Total Project Cost per phase/ Quarter
				TOTAL AMT:					

Personnel/Overtime

Quarter	Activities	Deliverables	Start Date	End Date	Original Task Budget (JAG 09 Funds)		New Task Budget		Total Project Cost per phase/ Quarter
				TOTAL AMT:					

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

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

Title: _____ Phone: _____ Email: _____

Date Signed: _____

5. Please submit *3 signed original copies* to:

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

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

For Office Use Only:
□ *Modification Approved*
□ *Modification Denied:*

_____
_____
_____

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

EXHIBIT F

INTERNET RESOURCES FOR RECOVERY ACT JAG 2009

1. The Office of Justice Programs (OJP) Financial Guide 2008
   http://www.ojp.usdoj.gov/financialguide/index.htm

2. OJP Procurement Procedures Guide
   http://www.ojp.usdoj.gov/funding/pdfs/procurement_procedures.pdf

3. Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation
   .http://www.ojp.usdoj.gov/BJA/grant/09JAGLocalSol.pdfusdoj.gov/BJA/grant/09JAGLocalSol.pdf

4. Department of Justice Grants Management Rules
   http://www.access.gpo.gov/nara/cfr/waisidx_09/28cfr66_09.html

5. Office of Management and Budget (OMB) Circulars
   http://www.whitehouse.gov/omb/circulars_default/

EXHIBIT G

GRANT SPECIAL CONDITIONS

JUSTICE ASSISTANCE GRANT FY 2009

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR §42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either: 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

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

   e-mail: oig.hotline@usdoj.gov
   hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

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

6. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact BJA.

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

   a. New construction;

   b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

   The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

   Application of This Special Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these grant funds, the recipient, upon specific

request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

10. The recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.

11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 CFR Part 23 occur, the recipient may be fined as per 42 U.S.C. §3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds.

In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

13. The grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

15. The recipient agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.

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

18. The recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will

be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

19. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2009-DJ-BX-0471 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.

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

21. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

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

ATTACHMENT 1

CITY OF TORRANCE BUDGET EXPENDITURE PLAN

Purchase/Project

Purpose Area: *(Please double-click on check boxes to select)*	**Project Phase**	**Activities** *(In this section, please outline activities necessary to execute purchase, procurement procedures, etc)*	**Deliverables** *(In this section, please itemize cost and description of items being purchased)*	**Start Date**	**End Date**	**Task Budget**		**Other Funding**		**Total Project Cost per phase**
☒Law Enforcement ☐Prosecution & Court ☐Prevention & Education ☐Corrections & Community Corrections ☐Drug Treatment & Enforcement ☐ Planning, Evaluation, Technology Improvement ☐Crime Victim & Witness Protection	Duration of the project – on an as needed basis	Purchased uniforms for up to 8 Cadets – # of uniforms to be purchased is dependent on the # of newly hired Cadets during the life of the grant. Uniforms will be purchased through the Torrance Police Department's contracted uniform vendor. Grant funds will reimburse the Department for uniform purchases made for newly hired Cadets.	Billing Invoice for Cadet uniforms purchased from Torrance Police uniform vendor.	1/1/2011	6/30/11	$2,120		$0		$2,120 – maximum expenditure amount should 8 new Cadets be hired during the term of the grant.
					TOTAL AMOUNT:	$2120	+	**$0**	=	**$2120**

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Personnel

Purpose Area	**Project Phase**	**Activities**	**Deliverables**	**Start Date**	**End Date**	**Task Budget**		**Other Funding**		**Total Project Cost per phase**
☒Law Enforcement ☐Prosecution & Court ☐Prevention & Education ☐Corrections & Community Corrections ☐Drug Treatment & Enforcement ☐ Planning, Evaluation, Technology Improvement	1st Reporting Period	Project non-operational through 2009 JAG funding. Project being funded through ARRA JAG.	N/A	10/01/08	09/30/09	**$0**		$24,758 – ARRA JAG funding		**$24,758**

☐Crime Victim & Witness Protection										
	2nd Quarter	Project non-operational through 2009 JAG funding. Project being funded through ARRA JAG. Completed 1st BJA-PMT report.	N/A	10/01/09	12/31/09	**$0**		$22,214 – ARRA JAG funding		**$22,214**
	3rd Quarter	Signed MOU w/ City of LA Project non-operational through 2009 JAG funding. Project being funded through ARRA JAG Completed 2nd BJA-PMT report.	N/A	01/01/10	03/31/10	**$0**		$21261 – ARRA JAG funding		**$21,261**
	1st Quarter	Project non-operational through 2009 JAG funding. Project being funded through ARRA JAG Completed 3rd BJA-PMT report. Sign Sub-recipient agreement w/ City of LA. Draw down 36,941 in award funds.	N/A	04/01/10	06/30/10	**$0**		$23,500 - ARRA JAG funding		**$23,500 –** may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work
	2nd Quarter	Project non-operational through 2009 JAG funding. Project being funded through ARRA JAG Complete 4th BJA-PMT report.	N/A	07/01/10	09/30/10	**$0**		$25,000 - ARRA JAG funding		**$25,000 –** may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work
	3rd Quarter	Program non-operational through 2009 JAG funding. Positions being funded through ARRA JAG. Complete 5th BJA-PMT report.		10/01/10	12/31/10	**$0**		$25,000 - ARRA JAG funding		**$25,000 –** may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work

	4th Quarter	Funding from the ARRA JAG award is exhausted. JAG 09 funds are used to hire or retain up to 8 Cadets. Complete 6th BJA-PMT report.	The Police Cadet program will provide up to 8 part-time positions for college students interested in Police Officer careers. Cadets will assist with Police Special Events and the daily functions of various Police Divisions. Cadet duties include: administrative assistance; customer service; sobriety checkpoint detail; community safety education, etc.	01/01/11	03/31/11	**$21,323.88**		$3676.12 – Estimated remaining ARRA JAG funding		**$25,000 –** may fluctuate based on the # of Cadets working and the cumulative # of hours all Cadets work
	1st Quarter	Hired or retained up to 8 Cadets. Complete 7th BJA-PMT report.	Same as above.	04/01/11	06/30/11	**$13.498.11**		N/A		**$13,498.11 –** anticipated remainder of 2009 JAG.
	Final Quarter	Complete 8th BJA-PMT report. Project complete.		07/01/11	09/30/11	**$0**		N/A		**$0**
					TOTAL AMOUNT:	**$36,941.99**	+	$145,409.12	=	**$182,351.11**

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