Council Meeting of
July 12, 2011

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

Members of the Council:

SUBJECT: Fire – Approve agreement supplemental for 2008 Urban Areas Security Initiative grant. Expenditure: None.

RECOMMENDATION

Recommendation of the Fire Chief that the City Council approve a first supplemental to the agreement with the City of Los Angeles (C2009-183) for the Fiscal Year 2008 Urban Areas Security Initiative grant (UASI), extending the term to November 30, 2011.

BACKGROUND/ ANALYSIS

On September 22, 2009, Torrance City Council accepted and appropriated the Fiscal Year (FY) 2008 Urban Areas Security Initiative (UASI) federal grant in the amount of $310,716, of which $6,750 was for Terrorism Liaison Officer (TLO) training and $303,966 - for the purchase of self-contained breathing apparatus (SCBA). The Council also approved the subrecipient Agreement with the City of Los Angeles.

On March 8, 2011, Torrance City Council accepted and appropriated an additional allocation of FY 2008 UASI federal grant in the amount of $506,610 for the purchase of P25 radios and approved a first amendment to the FY 2008 UASI Agreement with the City of Los Angeles (C2009-183) to increase the UASI 08 grant amount allocated to City of Torrance by $506,610 for a new total of $817,326. The first amendment also extended the term of the Agreement to April 30, 2011.

The original term of the Agreement was from October 22, 2008 through February 28, 2011. The performance period for the UASI 08 Grant ended on May 30, 2011. Subsequently, California Emergency Management Agency (CalEMA) extended the performance period deadline for UASI 08 grant from May 31, 2011 to November 30, 2011.

The first supplemental will extend the term of the Agreement along with the first amendment, which are attached as Exhibit 1, to November 30, 2011 and will allow the

continuation and completion of the activities authorized under the Agreement. The only activity remaining to be completed is the purchase of the Project 25 compliant radios.

The US Department of Homeland Security through the Office of Grants and Training (G&T) has provided financial assistance to selected jurisdictions through the FY 2008 Urban Areas Security Initiative. The purpose of the UASI Program is to address unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism. Sixty urban areas are eligible for funding under the FY08 program. Seven of these areas - LA/LBUA included - are designated as highest risk UASI jurisdictions and are eligible to compete for 55 percent of available funds.

Respectfully submitted,

WILLIAM RACOWSCHI
Fire Chief

By Neli Mileva
Sr. Administrative Analyst

CONCUR:

William Racowschi
Fire Chief

LeRoy J. Jackson
City Manager

Attachments: A. First Supplemental to contract number C-116175 of City of Los Angeles Contract between the City of Los Angeles and City of Torrance (Torrance City Contract C2009-183). Exhibit 1 attached with limited distribution.
Note: Copies of the Agreement and First Amendment are available at the City Clerk's Office, City Council's Offices and online at www.TorranceCa.gov.

ATTACHMENT A

FIRST SUPPLEMENTAL TO CONTRACT NUMBER C-116175 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CITY OF TORRANCE

THIS FIRST SUPPLEMENTAL ("First Supplemental") to Contract Number C-116175 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Torrance, a municipal corporation (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and the Subrecipient entered into that certain Contract Number C-116175 (the "Agreement") related to the Urban Area Security Initiative Grant 2008 ("UASI 08"), whereby the City agreed to disburse UASI 08 grant funds to the Subrecipient in accordance with the UASI 08 approved budget and Subrecipient agreed to use the grant funds to address the unique planning, equipment, training, organization and exercise needs of the area, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats or acts of terrorism, such Agreement having a term of October 22, 2008 through February 28, 2011; and

WHEREAS, on or about March 31, 2009, the Los Angeles City Council authorized the execution of said Agreement between the City and Subrecipient, said Agreement having a term of October 22, 2008 through February 28, 2011 and allocating to the Subrecipient UASI 08 grant funds in the amount of Six Thousand Seven Hundred Fifty dollars ($6,750.00) (C.F. #08-0901); and

Whereas, on or about July 22, 2009, the Los Angeles City Council authorized the reallocation of Three Hundred Three Thousand Nine Hundred Sixty Six Dollars ($303,966.00) of UASI 08 grant funds from the Los Angeles Fire Department to the Subrecipient for the purchase by the Subrecipient of Self Contained Breathing Apparatus, such reallocation resulting in an increase of Subrecipient's total UASI 08 grant allocation to Three Hundred Ten Thousand Seven Hundred Sixteen Dollars ($310,716.00) (C.F. #08-0901) and such increase being reflected in Subrecipient's total allocation of UASI 08 grant funds as set forth in the Agreement; and

WHEREAS, on or about April 1, 2011, the City and the Subrecipient entered into that certain First Amendment to the Agreement ("First Amendment") which increased Subrecipient's allocation of UASI 08 grant funds set forth in the Agreement by Five Hundred Six Thousand Six Hundred Ten Dollars ($506,610.00) for a total allocation of Eight Hundred Seventeen Thousand Three Hundred Twenty-Six Dollars ($817,326.00),

such First Amendment having been authorized by the Los Angeles City Council (C.F. #08-0901, 9/21/10); and

WHEREAS, on or about June 3, 2011, the California Emergency Management Agency ("CalEMA") extended the performance period deadline for UASI 08 from May 31, 2011 to November 30, 2011 (the "Grant Extension"); and

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

WHEREAS, the City, through its Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office"), which has been designated by the City to administer the Agreement and the projects contemplated therein, and the Subrecipient each desires to enter into this First Supplemental for the purpose of amending and/or modifying the Agreement to (a) extend the term of the Agreement, (b) make technical changes to the Agreement to encourage timely expenditure of UASI 08 grant funds, and (c) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Supplemental and as authorized under Section 14.8 of the Los Angeles Administrative Code; and

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

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

1. The Agreement, along with the First Amendment thereto, both of which are attached hereto as Exhibit 1, is revived by this First Supplemental and incorporated herein by this reference. The terms and conditions of said Agreement, as previously amended, shall be the terms and conditions of this First Supplemental, except as expressly modified herein. Capitalized terms not defined in this First Supplemental shall have those meanings as set forth in the Agreement, as previously amended.

2. The term of this First Supplemental shall be from October 22, 2008 through November 30, 2011. Such term modifies the original term of the Agreement, which was from October 22, 2008 through February 28, 2011. Notwithstanding anything to the contrary in the Agreement, as previously amended, any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to the Agreement as previously amended, this First Supplemental only if all documentation required to be submitted for reimbursement under the Agreement, as previously amended, is received by the City no later than October 31, 2011, such documentation to include, but not be limited to, the Reimbursement Checklist, Reimbursement Request Form, Equipment Ledger, Training Roster and Exercising Roster. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

EXHIBIT 1

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 3/18/11

FROM (DEPARTMENT): Mayor's Office Homeland Security and Public Safety

CONTACT PERSON: Jamie Wright PHONE: x8-0689

CONTRACT NO.: C-116175 COUNCIL FILE NO.: 08-0901

ADOPTED BY COUNCIL: [illegible]
DATE

APPROVED BY BPW: _____
DATE

- ☐ NEW CONTRACT
- ☑ AMENDMENT NO. 1
- ☐ ADDENDUM NO. ___
- ☐ SUPPLEMENTAL NO. ___
- ☐ CHANGE ORDER NO. ___

CONTRACTOR NAME: City of Torrance

TERM OF CONTRACT: 10/22/08 THROUGH: 4/30/11

TOTAL AMOUNT: $817,326

PURPOSE OF CONTRACT:

UASI 08: adding additional $506,610 for a new total of $817,326; end-date extended, new term: October 22, 2008 to April 30, 2011; City of Torrance agrees to use additional allocation to purchase P25 radios; except as herein amended, all other conditions of the Agreement shall remain unchanged.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

FIRST AMENDMENT TO CONTRACT NUMBER C-116175
OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF TORRANCE

THIS FIRST AMENDMENT to Contract Number C-116175 of City of Los Angeles Contract ("First Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter called the "City"), and the City of Torrance, a municipal corporation (hereinafter called "City of Torrance" or "Subrecipient").

WITNESSETH

WHEREAS, the City and the City of Torrance have entered into City Contract No. C-116175 (hereinafter the "Agreement"), pursuant to the Urban Area Security Initiative Grant 2008 ("UASI 08"), whereby the City distributed UASI 08 Grant Funds to the City of Torrance in accordance with the UASI 08 budget, and the City of Torrance agreed to address the unique equipment, training, planning and exercise needs of the area, to assist it in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism, the execution of the Agreement having been authorized by the Los Angeles City Council on or about March 31, 2009 (Council File # 08-0901); and

WHEREAS, subsequently, the City and the participating jurisdictions of the Los Angeles/Long Beach Urban Area ("LA/LB UA") agreed to modify the UASI 08 budget by transferring $506,610 of UASI 08 funds previously allocated to the City of Long Beach to the City of Torrance for the purpose of purchasing P25 radios (the "Modification"); and

WHEREAS, on September 21, 2010, the Los Angeles City Council approved the Modification and the execution of an amendment to the Agreement in connection therewith (C.F. #08-0901); and

WHEREAS, the performance period for the UASI 08 Grant ends on May 30, 2011, and the City desires to extend the term of the Agreement to April 30, 2011 pursuant to authorization provided to the City under Section 14.8 of the Los Angeles Administrative Code; and

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

WHEREAS, the City and the Subrecipient are desirous of entering into this First Amendment for the purpose of amending the Agreement to (a) increase the UASI 08 grant amount allocated to the Subrecipient by adding Five Hundred Six Thousand Six Hundred Ten Dollars ($506,610) for a new total of Eight Hundred Seventeen Thousand Three Hundred Twenty Six Dollars ($817,326) to reflect the Modification, such amendment having been authorized by the Los Angeles City Council (CF# 08-0901) on September 21, 2010, and (b) extend the time of performance of the Agreement to April 30, 2011 such an amendment having been authorized under Section 14.8 of the Los Angeles Administrative Code.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Paragraph A of Section 301 entitled "Payment of Grant Funds and Method of Payment" is hereby amended in its entirety as follows:

   "The City of Los Angeles shall pay to the City of Torrance the grant amount of Eight Hundred Seventeen Thousand Three Hundred Twenty Six Dollars ($817,326) to be used for purchase of equipment, planning, exercises, organization activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to City of Torrance under the FY '08 UASI Grant."

   Such amendment increases the original allocation under the Agreement by an additional $506,610 (the "Additional Amount"). Subrecipient hereby agrees to use this Additional Amount for the following:

   (a) Purchase of P25 Radios.

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

2. Paragraph 201 entitled "Time of Performance" is hereby amended in its entirety as follows:

   "The term of this Agreement shall commence on October 22, 2008 and end on April 30, 2011, or upon the final disbursement of all the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein."

3. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of

which together will constitute one and the same instrument. This First Amendment includes three (3) pages including a signature page, which constitute the entire understanding and agreement of the parties with regards to the provisions amended hereto.

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

APPROVED AS TO FORM AND LEGALITY:
CARMEN TRUTANICH, City Attorney

By _____
Deputy City Attorney

Date 3/18/11

For: THE CITY OF LOS ANGELES

ANTONIO R. VILLARAIGOSA, Mayor

By _____
Antonio R. Villaraigosa, Mayor
Homeland Security and
Public Safety, Mayor's Office

Date APR 13 2011

ATTEST:

JUNE LAGMAY, City Clerk

By _____
Deputy City Clerk

Date _____

APPROVED AS TO FORM:

By _____
John L. Fellows III, City Attorney

Date 3-14-2011

For: City of Torrance,
a municipal corporation

By _____
Frank Scotto, City Mayor

Date 3-15-2011

ATTEST:

By _____
Sue Herbers, City Clerk

Date 03-15-2011

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

Said Agreement is Number _____ of City Contracts

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 10/5/09

FROM (DEPARTMENT): Mayor's Office Homeland Security and Public Safety

CONTACT PERSON: Sara Henry PHONE: x8-0686

CONTRACT NO.: C- 116175 COUNCIL FILE NO.: 08-0901

ADOPTED BY COUNCIL: 7/22/09
DATE

APPROVED BY BPW: _____
DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: City of Torrance

TERM OF CONTRACT: 10/22/08 THROUGH: 2/28/11

TOTAL AMOUNT: $310,716

PURPOSE OF CONTRACT:

Re: California Governor's Office of Homeland Security UASI 08 grant award; to provide a contract to the City of Torrance to address the unique equipment, training, planning and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism - term of contract from October 22, 2008 through February 28, 2011 - total amount $310,716

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

AGREEMENT

Contractor: City of Torrance

City Contract Number C. 116175

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AGREEMENT NUMBER 116175 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF TORRANCE

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

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office of Grants and Training (G&T), has provided financial assistance directly to selected jurisdictions through the Fiscal Year (FY) 2008 Urban Areas Security Initiative ("UASI 08"); and

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

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

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

WHEREAS, the G&T awarded a UASI 08 Grant of $60,822,000 ("Grant Funds") to the City of Los Angeles, as a Core City, for use in the LA/LBUA; and

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

WHEREAS, the Mayor's Office now wishes to distribute UASI 08 Grant Funds throughout the LA/LB UA, as further detailed in this Agreement ("Agreement") to City of Torrance and others;

WHEREAS, on March 31, 2009, the Los Angeles City Council approved the UASI 08 budget which authorized the allocation of $4.2 million of the UASI 08 funds to the Los Angeles Fire Department, for the purchase of SCBA equipment on behalf of multiple Los Angeles/Long Beach Urban Area (LA/LB UA) jurisdictions; and

WHEREAS, subsequently, the LA/LB UA jurisdictions have agreed to modify the UASI 08 budget to allow certain jurisdictions to purchase the SCBA equipment individually, such that the Los Angeles Fire Department will retain approximately $1.2

million of the SCBA allocation, and the remaining $3 million will be distributed to nine LA/LB UA partner jurisdictions including the County of Los Angeles, and Cities of Alhambra, Burbank, El Segundo, Glendale, Long Beach, Pasadena, Torrance and Vernon (the "Modifications"); and

WHEREAS, on July 22, 2009, the Los Angeles City Council approved the Modifications (C.F. #08-0901); and

WHEREAS, the City and the Contractor are desirous of entering into this Contract for the purpose of increasing the UASI 08 grant amount allocated to the Contractor by adding $303,966.00 for a new total of $310,716.00 to reflect the Modifications, such amendment having been authorized by the Los Angeles City Council (CF# 08-0901) on July 22, 2009; and

WHEREAS, the City and City of Torrance are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 08-0901, dated March 31, 2009 and July 22, 2009) which authorizes the City to prepare and execute the Agreement.

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

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. City of Torrance, a municipal corporation, having its principal office at 3031 Torrance Boulevard, Torrance, CA 90503.

§102. Representatives of the Parties and Service of Notices

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

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

Eileen M. Decker, Deputy Mayor
Office of the Mayor
Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
Eileen.Decker@lacity.org

2. The representative of City of Torrance shall be:

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

with a copies to:

Neli Mileva, Administrative Analyst Torrance Fire Department 1701 Crenshaw Blvd Torrance, CA 90501 Phone: (310) 781-7047 Fax: (310) 781-7030 nmileva@torrnet.com	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509 Phone: (310) 618-2870 Fax: (310) 618-2931 CityClerk@torrnet.com

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

A. This Section is Left Intentionally Blank

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

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

D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on October 22, 2008 and end February 28, 2011, or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. All allocations and use of funds under this grant shall be in accordance with the FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications, which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.

B. The City and the City of Torrance have previously completed a mutually approved Budget/Expenditure Plan, dated March 31, 2009, hereinafter "Budget." The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Any request by Torrance 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 City of Torrance to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit M. All modification requests must be approved in writing by the City during the term of this Agreement.

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

for revision and shall be accepted by the City when modification requests are accurate and complete.

3. Final modification requests must be submitted to the City no later than December 31, 2010 to provide the City time to meet OHS requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify City of Torrance, in writing, when unexpended balances may be re-directed. The transfer of redirected funding will take place no les than 15 days after the date of the notification

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

D. OHS may grant extensions to Time of Performance on a project-by-project basis. Any request by City of Torrance to extend Time of Performance must be made in writing and accompanied by a completed Project Extension Request form, attached hereto as Exhibit O. All extension requests must be approved by OHS in writing during the term of this Agreement.

E. Project extension requests must be submitted to the City no later than 30 days before the end of each project time of performance. Project extension requests made after the deadline will be returned to the City of Torrance and will not be accepted until the following submission period. The City will notify the City of Torrance in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the City of Torrance for revision and shall be accepted by the City when project extension requests are accurate and complete.

F. Any equipment acquired pursuant to this Agreement shall be authorized in http://www.rkb.us, as well as Part IV: Allowable Costs Guidance (Exhibit F) and Appendix B, Authorized Allowable Costs, to the FY 2008 Homeland Security Grant Program, Program Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit G. City of Torrance shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the UASI 08 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

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

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

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

G. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than $5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.

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

2. City of Torrance shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

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

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

(b) The equipment description as stated in the Budget

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

(d) The AEL title

(e) The invoice number

(f) The vendor

(g) Total cost (prime vendor)

(h) Total cost (general)

(i) Cash request #

(j) Acquired date

(k) ID Tag #

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

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

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

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. City of Torrance also agrees that, when practicable, any equipment purchased with UASI grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

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

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

7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit Q.

8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit R.

9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit S.

10. Aviation, EOC and JRIC Request forms must be approved by OHS in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the City of Torrance in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the City of Torrance for revision and shall be accepted by the City when Request forms are accurate and complete.

H. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2008 Homeland Security Grant Program, Program Guidance and Application Kit Part IV: Allowable Costs Guidance (attached as Exhibit F), Appendix B, Authorized Allowable Costs (attached as Exhibit G) and Appendix C, Allowable Expenses: Additional Information (attached as Exhibit H) and must be pre-authorized by OHS at http://www.ohs.ca.gov/hseep/TrainingHome.html. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.

I. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2008 Homeland and Security Grant Program, Program Guidance and Application Kit, Part IV: Allowable Costs Guidance (Exhibit F), Appendix B, Authorized Allowable Costs (attached as Exhibit G) and Appendix C, Allowable Expenses: Additional Information (attached as Exhibit H). Detailed Homeland Security Exercise and Evaluation Program Guidance is available at http://hseep.dhs.gov.

J. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2008 Homeland and Security Grant Program, Program Guidance and Application Kit, Part IV, Allowable Costs Guidance (Exhibit F), Appendix B, Authorized Allowable Costs (attached as Exhibit G) and Appendix C: Allowable Expenses: Additional Information (attached as Exhibit H). Reference materials and additional details are available at http://www.homeland.ca.gov

K. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

L. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2008 Homeland and Security Grant Program, Program Guidance and Application Kit, Part IV: Allowable Costs Guidance (Exhibit F). Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner.

M. As required by OHS, the City shall provide City of Torrance with an electronic, interactive, Project Management Workbook, based on the pro forma template, incorporated herein by reference. City of Torrance shall continuously maintain the Project Management Workbook to access, complete and update the following documents:

(1) Reimbursement Checklist

(2) Reimbursement Request Form

(3) Equipment Ledger

(4) Training Roster

(5) Exercise Roster

(6) Planning Roster

III.
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The City of Los Angeles shall pay to City of Torrance the grant amount of Three Hundred Ten Thousand Seven Hundred and Sixteen Dollars ($310,716.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to City of Torrance in the FY '08 UASI grant award notice.

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

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

   2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City on or before November 30, 2010. The City will notify the City of Torrance in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the City of Torrance for revision and shall be accepted by the City when reimbursement requests are accurate and complete.

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

D. If City of Torrance earns interest on advanced UASI funds, interest income must be reported and returned to the City in accordance with FEMA's codified

regulation 44 CFR Part 13, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments.

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

F. This section intentionally blank.

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

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

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

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

§409. Los Angeles City Business Tax Registration Certificate

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

§410. Bonds

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

§411. Indemnification

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

certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

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

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

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

§412. Conflict of Interest

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

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

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

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

B. Definitions:

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

in law, mother in law, brother in law, sister in law, son in law, daughter in law.

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

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

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

C. (This section intentionally left blank.)

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

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

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

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

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

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

J. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall

substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§413. Insurance

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

§414. Restriction on Disclosures

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

§415. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

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

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

5. Records Inspection

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, City of Torrance

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

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

requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

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

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

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

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

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

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

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

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

11. Preservation

City of Torrance shall comply with Section 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

City of Torrance shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and City of Torrance shall submit a Certification Regarding Debarment

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

13. Drug-Free Workplace

City of Torrance shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

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

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

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

3. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22,

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

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

C. Travel Expenses

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

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

D. Noncompliance

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

E. Compliance with Grant Assurances

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

§416. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

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

3. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

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

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

§419. Earned Income Tax Credit

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

§420. Equal Benefits Ordinance

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

§421. Contractor Responsibility Ordinance

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

§422. Slavery Disclosure Ordinance

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

§423. Child Support Assignment Orders

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

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

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

§425. Publications

All publications created or published with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or

policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. (This section intentionally left blank.)

§503. (This section intentionally left blank.)

§504. (This section intentionally left blank.)

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-six (36) pages and twenty (20) Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY: CARMEN TRUTANICH, City Attorney By _____ Deputy City Attorney Date 10/5/09	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ OCT 15 2009 Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: June Lagmay, City Clerk By _____ Deputy City Clerk Date 10·16·09	
APPROVED AS TO FORM: John L. Fellows III, City Attorney By _____ Date 09-24-2009	For: City of Torrance, a municipal corporation By _____ Frank Scotto, City Mayor Date 09-24-2009
ATTEST: By _____ Sue Herbers, City Clerk Date 09-24-2009	

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: _____ Date of Approval _____
City Contract Number C-116175

EXHIBIT A

(NOT APPLICABLE TO THIS AGREEMENT)

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

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

AGREEMENT NUMBER

City of Torrance
CONTRACTOR/BORROWER/AGENCY

FRANK SCOTTO, City Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 09-24-2009
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

_____
AGREEMENT NUMBER

City of Torrance
CONTRACTOR/BORROWER/AGENCY

FRANK SCOTTO, City Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 07-24-2009
SIGNATURE DATE

EXHIBIT D

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

EXHIBIT F
CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

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

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

AGREEMENT NUMBER

City of Torrance
CONTRACTOR/BORROWER/AGENCY

FRANK SCOTTO, City Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Frank Scotto 07-24-2009
SIGNATURE DATE

EXHIBIT E

GRANT ASSURANCES

Office of Homeland Security

FY08 Grant Assurances

(All HSGP Applicants)

Name of Applicant: Los Angeles/Long Beach UASI

Address: 200 N. Spring Street, Room 303

City: Los Angeles State: CA Zip Code: 90012

Telephone Number: (213) 978-0706

Fax Number: (213) 978-0718

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

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

2. Will assure that grant funds are only used for allowable, fair, and reasonable costs and is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).

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

4. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

5. Will provide progress reports and such other information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.

6. Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.

7. Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including part 13.1 regarding the payment of interest earned on advances.

Initials

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

9. Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

10. Will comply with 2 CFR 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.

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

12. Understands and agrees Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.

13. Will comply with all federal statues relating to Civil Rights and Nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
    g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
    i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G.
    j. Title 28, CFR, Part 35.
    k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
    l. Title 44 CFR Parts 7, 16, and 19 relating to nondiscrimination.
    m. The requirements on any other nondiscrimination statute(s) which may apply to the application.
    n. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

Initials

o. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
p. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

14. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 Code of Federal Regulations, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.

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

16. Will 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.

17. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

18. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and will notify OHS and 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.

19. Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains

(EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).

b. Title 44 CFR Parts 9 and 10, referencing floodplain management and environmental considerations.
c. Notification of violating facilities pursuant to EO 11738.
d. 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.).
e. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
g. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
h. 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.
i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
j. 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.
k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.

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

21. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

22. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agree to the following:
    a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
    b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per federal fiscal year.

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

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

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

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

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

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

29. Agrees that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
    b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
    c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Agrees that equipment acquired or obtained with grant funds:
    a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the

various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

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

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

32. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.

33. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:
    a. Part 18, Administrative Review Procedures.
    b. Part 20, Criminal Justice Information Systems.
    c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
    d. Part 23, Criminal Intelligence Systems Operating Policies.
    e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
    f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
    g. Part 38, Equal Treatment of Faith-based Organizations.
    h. Part 63, Floodplain Management and Wetland Protection Procedures.
    i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
    j. Part 61, Procedures for Implementing the National Environmental Policy Act.
    k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
    l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
    m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
    n. Part 69, New Restrictions on Lobbying.
    o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
    p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

35. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

36. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

37. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.

38. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.

39. Acknowledges that FEMA reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. the recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

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

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

    a. The applicant certifies that it and its principals:

        (i) 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.

        (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

42. Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Initials

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

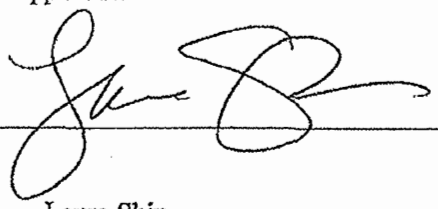
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Laura Shin

Title: Director, Grant Unit Date: 10/16/08

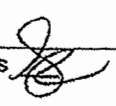
Initials 

EXHIBIT F

PART IV: ALLOWABLE COSTS GUIDANCE

PART IV.
GENERAL HSGP ALLOWABLE COSTS GUIDANCE

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

As a reminder, FY 2008 HSGP will focus on three objectives as its highest priorities:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of FY 2008 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) funding must be allocated to objectives 2 and 3.

At least 25 percent of SHSP award funds and 25 percent of UASI award funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

1. Planning Activities.

States and Urban Areas are strongly encouraged to use FY 2008 HSGP funds for planning efforts that enable them to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., law enforcement, fire, emergency medical service (EMS), public health, behavioral health, public works, agriculture, and information technology) and levels of government. Planning activities should focus on the four homeland security mission areas of prevention, protection, response, and recovery. All jurisdictions are encouraged to work through Citizen Corps Councils, non-governmental entities, and the general public in planning activities.[3]

Allowable planning costs include:

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario
- Developing and implementing homeland security support programs and adopting DHS national initiatives
- Developing related terrorism prevention activities
- Developing and enhancing plans and protocols
- Developing or conducting assessments

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

Examples of allowable planning costs can be found at *http://www.fema.gov/grants*.

2. Organization Activities (SHSP and UASI only).

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification submission by using historical data or other analysis.[4]

For SHSP:

a. Only States that do not contain a DHS-designated Urban Area and therefore do not receive a UASI award are allowed to utilize SHSP funding for Organizational Activities. For States which do not receive a FY 2008 UASI award, no more than 15 percent of their SHSP award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

For UASI:

b. No more than 25 percent of each individual UASI award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

    1. Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

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

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

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

States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 15 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions.

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

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

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

   Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal funds. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

   All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills,

computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

3. Equipment Activities.

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2008 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at *http://www.rkb.us*.

The Standardized Equipment List (SEL) is located at this site as well. In some cases, items on the SEL are not allowable under HSGP or will not be eligible for purchase unless specific conditions are met. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

4. Training Activities.

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

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

Additional information regarding training is located in Appendix C.

5. Exercise Activities.

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance for exercise design, development, conduct, evaluation and improvement planning. HSEEP Volume IV provides sample exercise materials and HSEEP Volume V: Prevention Exercises contains guidance and

recommendations for designing, developing, conducting, and evaluating prevention-focused exercises. All volumes can be found at http://hseep.dhs.gov.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, http://www.fema.gov/emergency/nims/index.shtm.

Additional information regarding exercises is located in Appendix C.

6. Personnel Activities.

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2008 HSGP planning, training, exercise, and equipment activities.

- For SHSP and UASI, a personnel cap of up to 15 percent of each of the total program funds may be used. Grantees who wish to seek a waiver from the 15 percent personnel cap must provide documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances.
- For MMRS or CCP, the 15 percent personnel cap ceiling does not apply.
- The category of personnel costs does not apply to contractors.

FY 2008 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

The following are definitions for the terms as used in this grant guidance:

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program activities as specified in this guidance. This may **not** include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of FTEs.
- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Backfill-related overtime only includes the difference between the overtime rate paid and what would have otherwise been paid to the backfilling employee for regular time. Under no circumstances should the entire amount of backfill overtime expense be charged to an award. Neither overtime

nor backfill expenses are the result of an increase of Full-Time Equivalent (FTE) employees.

- **Supplanting** – Replacing a currently State and/or locally budgeted position with one or more full-time employees or contracted supported in whole or in part with Federal funds.

Management and Administration (M&A) limits. A maximum of up to three percent (3%) of funds awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall subgrantee M&A amount may not equal more than three percent (3%).

7. Construction and Renovation.

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities. CCP and MMRS funds may not be used for any type of construction or renovation.

Project construction and renovation not exceeding $1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction of and renovation to guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

In order to draw down funds for construction and renovation costs under HSGP grantees must provide to FEMA:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements.

Grantees should refer to FEMA's Information Bulletin #271, *Environmental and Planning and Historic Preservation Requirements for Grants.*

EXHIBIT G

APPENDIX B: AUTHORIZED ALLOWABLE COSTS

APPENDIX B.
AUTHORIZED ALLOWABLE COSTS

FY 2008 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2008 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP SHSP	UASI	MMRS	CCP
Allowable Planning Costs				
Public education & outreach	Y	Y	Y	Y
Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports	Y	Y	Y	Y
Develop and enhance plans and protocols	Y	Y	Y	Y
Develop or conduct assessments	Y	Y	Y	Y
Establish, enhance, or evaluate Citizen Corps related volunteer programs	Y	Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y	Y	Y
Conferences to facilitate planning activities	Y	Y	Y	Y
Materials required to conduct planning activities	Y	Y	Y	Y
Travel/per diem related to planning activities	Y	Y	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y
Allowable Organizational Activities				
Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation)	Y	Y		
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared alert (up to 25 percent of the allocation)	Y	Y		
Hiring of full- or part-time staff or contractors for emergency management activities				Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 25 percent of the allocation)	Y	Y		
Allowable Equipment Categories				
Personal Protective Equipment	Y	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y		
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y
Interoperable Communications Equipment	Y	Y	Y	Y
Detection	Y	Y	Y	

Allowable Program Activities Current as of FY 2008 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP SHSP	UASI	MMRS	CCP
Decontamination	Y	Y	Y	
Medical	Y	Y	Y	Y
Power	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y	
CBRNE Incident Response Vehicles	Y	Y	Y	Y
Terrorism Incident Prevention Equipment	Y	Y		
Physical Security Enhancement Equipment	Y	Y		
Inspection and Screening Systems	Y	Y	Y	
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y	Y	
CBRNE Prevention and Response Watercraft	Y	Y		
CBRNE Aviation Equipment	Y	Y	Y	
CBRNE Logistical Support Equipment	Y	Y	Y	Y
Intervention Equipment	Y	Y		
Other Authorized Equipment	Y	Y	Y	Y
Allowable Training Costs				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Supplies	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y
Other items	Y	Y	Y	Y
Allowable Exercise Related Costs				
Design, Develop, Conduct and Evaluate an Exercise	Y	Y	Y	Y
Exercise planning workshop	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	Y	Y	Y	Y
Implementation of HSEEP	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Supplies	Y	Y	Y	Y
Other items	Y	Y	Y	Y
Allowable Management & Administrative Costs				
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y	Y	Y

Allowable Program Activities Current as of FY 2008 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP SHSP	UASI	MMRS	CCP
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y

EXHIBIT H

APPENDIX C: HSGP ALLOWABLE EXPENSES: ADDITIONAL INFORMATION

APPENDIX C.
HSGP ALLOWABLE EXPENSES: ADDITIONAL INFORMATION

A. Overview.

The following provides guidance on allowable costs within Planning, Training, and Exercise activities. ***Planning, Training, and Exercise activity examples specific towards law enforcement terrorism prevention and protection are identified beginning on page C-11.***

1. Planning Activities Information.

The *FY 2008 HSGP Guidance and Application Kit* defines four broad categories of allowable planning costs. Following are examples for each of the categories.

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario

- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

    - Implementing the National Preparedness Guidelines
    - Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
    - Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
    - Establishing or enhancing mutual aid agreements
    - Developing communications and interoperability protocols and solutions
    - Conducting local, regional, and Tribal program implementation meetings
    - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
    - Designing State and local geospatial data systems
    - Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness
    - Preparing materials for the State Preparedness Report (SPR)

- Developing related terrorism prevention activities including:

    - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
    - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center

- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of a fusion center
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
- Citizen Corps volunteer programs and other activities to strengthen citizen participation
- Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)[5]
- Underwater Terrorist Protection Plans

- Developing and enhancing plans and protocols, including but not limited to:
  - Developing or enhancing EOPs and operating procedures
  - Developing terrorism prevention/deterrence plans
  - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
  - Developing or enhancing border security plans
  - Developing or enhancing cyber security plans
  - Developing or enhancing cyber risk mitigation plans
  - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans

[5] The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive devise recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing or enhancing evacuation plans
- Developing or enhancing citizen surge capacity
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- Designing and developing State and local geospatial data systems

- Developing or conducting assessments, including but not limited to:
  - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
  - Developing border security operations plans in coordination with CBP
  - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
  - Updating and refining threat matrices
  - Conducting cyber risk and vulnerability assessments
  - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
  - Conducting Bombing Prevention Capability Analysis
  - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines

(e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- o Activities that directly support the identification of pre-designated temporary housing sites
- o Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- o Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- o Soft target security planning (public gatherings)

A. Training Information and Requirements.

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

2. Types of training. FEMA facilitates a number of different training sources:

- **FEMA Provided Training:** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by FEMA. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), National Emergency Training Center (National Fire Academy and the Emergency Management Institute), and FEMA Training Partners funded through the Continuing and Demonstration Training grant programs.
- **Training Not Provided by FEMA:** These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.
- **State Sponsored Courses:** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Approved State Sponsored Course Catalog:** This catalog lists State/Territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at *http://www.firstrespondertraining.gov/odp_webforms*.
- **Federal Sponsored Courses:** This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA.
- **Approved Federal Sponsored Course Catalog**: This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been

approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at *http://www.firstrespondertraining.gov/odp_webforms*.

a. FEMA Provided Training. FEMA funds the direct delivery of a variety of classes that States can request to meet training needs. These classes are listed in the FEMA approved course catalog listed at *http://www.firstrespondertraining.gov/odp_webforms*.

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

The FEMA CO-OP has been reworked and renamed as the Voluntary Training Enhancement Program (VTEP). VTEP is a voluntary program designed to increase flexibility for States and Territories while enhancing FEMA's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years **may** be used to support a State, Territory, or Urban Area's implementation of this program.

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

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

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

- Fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism and catastrophic events
- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comport with the State, Territory, or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*
- Address specific capabilities and related tasks articulated in the September 2006 version of the TCL, available through LLIS
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

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

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

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

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication

of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

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

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

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

3. Allowable Training Costs.

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

- **Funds used to develop, deliver, and evaluate training,** including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time

(e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in an information bulletin issued in October 2006.

C. Exercise Requirements.

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

The Training and Exercise Plan will include the State's training and exercise priorities, associated capabilities, and a multi-year training and exercise schedule. The schedule must be submitted within 60 days of the workshop and should reflect all exercises that are being conducted throughout the State. All scheduled exercises must be entered through the National Exercise Schedule (NEXS) Application, which is located on the HSEEP website. A template of the Multi-year Training and Exercise Plan can be found in HSEEP Volume IV.

States must complete a cycle of exercise activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

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

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

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

3. Models, Simulations and Games (MS&G). Grantees who wish to expend funds on models, simulations, or games (MS&G) must consult with *"Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III,"* which provides an overview and analysis of existing models, simulations, and games. Grantees can also consult with the MS&G Decision Support System, which automates the aforementioned report into a searchable database. Both the report and system are available through the HSEEP website.

4. Special Event Planning. If a State or Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for that event. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

5. Exercise Evaluation. All exercises will be performance-based and evaluated. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to FEMA within 60 days, following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through Exercise Evaluation Guides (EEGs) found in HSEEP Volume IV. All applicants are encouraged to use the Lessons Learned Information Sharing System (LLIS.gov) as a source for lessons learned and to exchange best practices.

6. Self-Sustaining Exercise Programs. States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

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

D. Allowable Exercise Costs.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, refreshments, gasoline, exercise signs, badges, etc.

E. Unauthorized Exercise Costs.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

F. Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

Planning Activity Examples

Establishment / Enhancement of Fusion Centers

- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of the fusion center

Other Allowable Planning Activity Examples

- Conducting point vulnerability analyses and assessments
- Soft target security planning (public gatherings)
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.
- Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Designing and developing State and local geospatial data systems
- Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- Integrating and coordinating private sector participation with fusion center activities

Training Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

Establishment / Enhancement of Fusion Centers

Grant funds may be used to support intelligence analyst training in the following manners:

Participation in DHS approved intelligence analyst training: States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of this guidance document. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at *http://www.firstrespondertraining.gov/odp_webforms*.

- **Limited participation in non-FEMA approved intelligence analyst training**: States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of this guidance document.

A certificate of completion of all intelligence analyst training must be on file with the SAA and must be made available to Preparedness Officers upon request upon the hiring of personnel.

Additional Allowable Training Activities

Allowable costs include training courses that focus on:

- Building information sharing capacities (especially among law enforcement, non-law enforcement, other government agencies, and the private sector)
- Methods of target hardening
- Facility law enforcement security personnel, to include facilities, vessels and ports
- CBRNE, agriculture, and cyber threats
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Cyber/agriculture/food security threats recognition and protective measures training
- Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- Joint training with other homeland security entities (e.g., U.S. Secret Service,

CBP)
- Use of interoperable communications equipment
- Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

Exercise Activity Examples
Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework.
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- "Red Team" (force on force) exercises
- Interoperable communications exercises
- Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

EXHIBIT I

EQUIPMENT LEDGER

FMFWv1.08

Governor's Office of Homeland Security UNLOCKED

Equipment Inventory Ledger

Applicant: Los Angeles/Long Beach Urban Area
FIPS Number: 037-95050
Date: August 12, 2008
Grant ID #: 2008

Project	Equipment Description	AEL #	AEL Title	Funding Source	Invoice Number	Vendor	Total Cost General	Cash Request Number	Acquired Date	ID Tag Number	Condition and Disposition	Deployed Location
							$					

EXHIBIT J

TRAINING ROSTER

FMFW v1.08

Governor's Office of Homeland Security UNLOCKED

Training Roster

Applicant: Los Angeles/Long Beach Urban Area
FIPS Number: 037-95050
Date: August 12, 2008
Grant ID #: 2008

Project	Course Name	Solution Area Sub-Category	Discipline	Funding Source	Total Cost Requested for Reimbursement	Total Claimed	Feedback Number	Cash Request Number
					$-	$-		

EXHIBIT K

EXERCISE ROSTER

Governor's Office of Homeland Security UNLOCKED

Exercise Roster

FMFW v1.08

Applicant: **Los Angeles/Long Beach Urban Area**
FIPS Number: 037-95050
Date: October 17, 2008
Grant ID #: 2008-0006

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

EXHIBIT L

PLANNING ROSTER

FMFW v1.08

Governor's Office of Homeland Security UNLOCKED

Planning Roster

Applicant: Los Angeles/Long Beach Urban Area
FIPS Number: 037-95050
Date: August 12, 2008
Grant ID #: 2008

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Final Product	Total Cost Requested for Reimbursement	Cash Request Number
						$	

EXHIBIT M

MODIFICATION REQUEST FORM

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

PLEASE RETURN TO:
Grant Specialist
Mayor's Office of Homeland Security and Public Safety
200 N. Spring Street, Room M175C
Los Angeles, CA 90012
Fax: 213 978-0718

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

Date of Request:
Grant:
Grant Fiscal Year:
Requesting Agency:
Prepared By:
Phone Number:

Amount of Modification:

From:
Reference No. to be reallocated from:
Project No. to be reallocated from:
Project Name:
Discipline:
Solution Area:
Solution Area Sub-Category (See Workbook):
Current funds in line item prior to Modification:
Total funds in line item after Modification:

To:
Reference No. to be reallocated to:
Project No. to be reallocated to:
Project Name:
Discipline:
Solution Area:
Solution Area Sub-Category (See Workbook):
Equipment
AEL No.:
AEL Title:
QUANTITY of each equipment item:
COST of each equipment item:
Training: ODP Tracking No.:
Current funds in line item prior to Modification:
Total funds in line item after Modification:

Reason for Modification:

_____ _____
Authorized Agent Approval Signature Date

L.A. MAYOR'S OFFICE--INTERNAL USE ONLY

Approved By: _____ Amount: _____ Date: _____

EXHIBIT N

MODIFICATION REQUESTION SUBMISSION SCHEDULE

MODIFICATION REQUEST SUBMISSION SCHEDULE

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

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

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

Final modification requests must be submitted to the City no later than December 31, 2010.

EXHIBIT O

PROJECT EXTENSION REQUEST FORM

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request for Project Extension
Rev. 10/16/08

Homeland Security Grant Program FY: _____ Grant Number: _____ FIPS# _____

PROJECT EXTENSION REQUEST

Submitted by: _____ **Date:** _____

Project #: _____

Project Title: _____

Total Amount Allocated: _____

Amount Expended: _____

Original Performance Deadline: _____

Requested Performance Extension Deadline: _____

1) **Describe the details of the project:**

2) **What is the current status of the project?**

3) **Please provide a timeline as to how you will meet the new requested performance date:**

4) **How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?**

5) **How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?**

6)List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number

7) Board Approval: Staff Report for Board, or date it will be approved by board?

Please attach an EOC, RTTAC/JRIC, Aviation, or Watercraft Request form if applicable.

EXHIBIT P

REIMBURSEMENT REQUEST FORM

CITY OF LOS ANGELES

URBAN AREA SECURITY INITIATIVE GRANT
Reimbursement Request Form

Return Reimbursement Requests to:

Grant Specialist
Mayor's Office of Homeland Security and Public Safety
200 N. Spring St., Room #M175C
Los Angeles, CA 90012
Phone: 213.978.0701
Fax: 213.978.0718

Core City: City of Los Angeles

Requesting Agency: _____

Reimbursement Period: _____ to _____

Prepared By: _____
Phone No.: _____

UASI FY06 ☐
UASI FY07 ☐
UASI FY08 ☐

Ref #_____ Project #_____

Please mark this box to indicate final request for reimbursement ☐

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment				-	-
Exercise				-	-
Training				-	-
Planning				-	-
Operational Activities				-	-
Management & Admin				-	-
Total	-	-	-	-	-

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

Authorized Department Approval:

_____
Print Name

_____
Title

_____
Signature Date

_____
Phone No. (extension) Fax No.

_____
E-mail Address

Please Remit Payment to:

_____
Name

_____
Address

_____
City State Zip

Reference No. _____

To be completed by HSPS Accounting Department

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

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

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

EXHIBIT Q

AVIATION EQUIPMENT REQUEST FORM

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request for Aviation Equipment

Homeland Security Grant Program ____ Grant Number: ____ OES ID# __

Line # / Project #:_____

Request for: **(Please answer ALL relevant questions in narrative form)**

AVIATION REQUESTS

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

Aviation _____
Aviation Related Equipment ____

2. Please provide a description of:

   a. The area that will be served by the requested equipment.

   b. Your organization's current capabilities and limitations which necessitate the purchase of this equipment.

   c. How the acquisition of this equipment will enhance your organization's capability to prevent, mitigate against, respond to or recover from CBRNE events.

   d. The equipment requested.

   e. Letters of endorsement, if applicable (on a separate attachment).

EXHIBIT R

ESTABLISH/ENHANCE EOC REQUEST FORM

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request for Establish/Enhance Emergency Operations Center (EOC)

Homeland Security Grant Program ____ Grant Number: ____ OES ID# __

Line # / Project #:_____

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

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

Primary EOC _____ Alternate/Back-up/Duplicate EOC _____

2. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment). Provide justification of why equipment listed is needed.

3. Identify anticipated costs to establish/enhance your organization's EOC. Include AEL #s next to the equipment.

Supplies/Equipment	Cost
Computers	
Network Servers	
Printers	
Computer accessory devices (i.e. surge protectors, battery backups, etc.)	
Computer maintenance contracts	
Computer connections and cables (including fiber optic cabling)	
Office Furniture (i.e. chairs, desks, tables, modular furniture, partitions, etc.)	
Lighting Systems	
LCD projectors	
Projection/plasma/flat screens/monitors/televisions (Explain why a regular television is unsuitable for the particular project, and explain how this item will enhance your organization's overall ability to prevent, plan, respond to and recover from a terrorism event.)	
Televisions	
Telephone systems	
Software development	

Commercial off-the-shelf (COTS) software	
Moving Costs (Explain the circumstances under which the moving or leasing costs will be incurred.)	
GIS plotter and software	
Standardized mapping software	
Standardized emergency management software	
Fax machines	
Copy machines	
Installation of EOC items	
Miscellaneous connections for EOC items	
Leasing Costs[2] (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.) _____ Other (must provide list/description of "other" items and costs)	
TOTAL - EOC Supplies and Equipment	

Other:

EXHIBIT S

ESTABLISH/ENHANCE JRIC REQUEST FORM

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request for Establish/Enhance Joint Regional Intelligence Center (JRIC)

Homeland Security Grant Program ____ Grant Number: ____ OES ID# __

Line # / Project #:_____

ESTABLISH/ENHANCE JOINT REGIONAL INTELLIGENCE CENTER (JRIC) REQUEST

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

Primary JRIC _____ Alternate/Back-up/Duplicate JRIC _____

2. Describe how the establishment/enhancement of a JRIC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment). Provide justification of why equipment listed is needed.

3. Identify anticipated costs to establish/enhance your organization's JRIC. Include AEL #s next to the equipment.

Supplies/Equipment	Cost
Computers	
Network Servers	
Printers	
Computer accessory devices (i.e. surge protectors, battery backups, etc.)	
Computer maintenance contracts	
Computer connections and cables (including fiber optic cabling)	
Office Furniture (i.e. chairs, desks, tables, modular furniture, partitions, etc.)	
Lighting Systems	
LCD projectors	
Projection/plasma/flat screens/monitors/televisions (Explain why a regular television is unsuitable for the particular project, and explain how this item will enhance your organization's overall ability to prevent, plan, respond to and recover from a terrorism event.)	
Televisions	
Telephone systems	
Software development	
Commercial off-the-shelf (COTS) software	

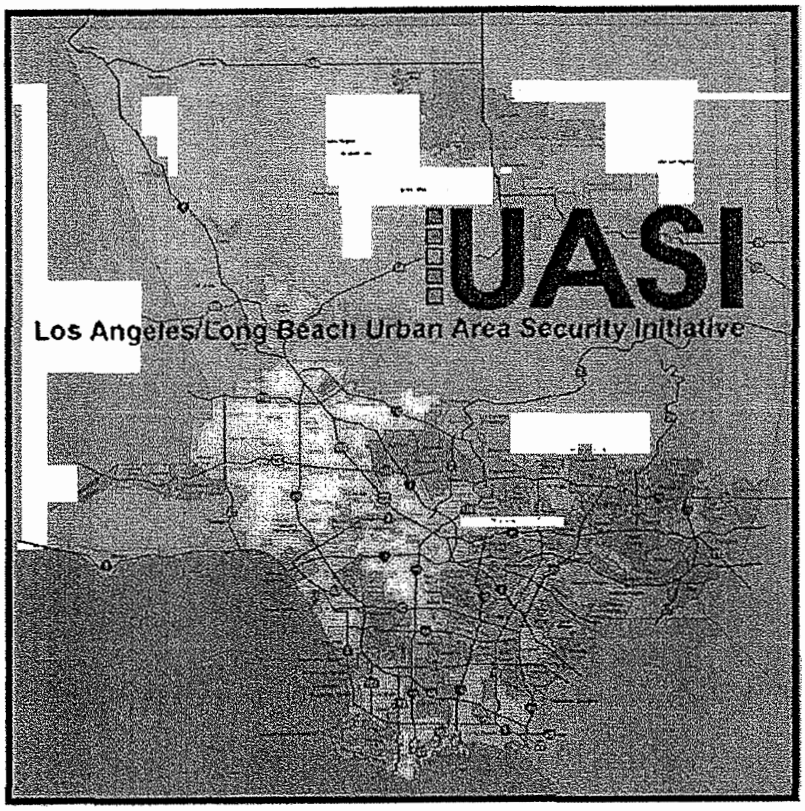
Moving Costs (Explain the circumstances under which the moving or leasing costs will be incurred.)	
GIS plotter and software	
Standardized mapping software	
Standardized emergency management software	
Fax machines	
Copy machines	
Installation of JRIC items	
Miscellaneous connections for JRIC items	
Leasing Costs[2] (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.) Other (must provide list/description of "other" items and costs)	
TOTAL - JRIC Supplies and Equipment	

Other:

EXHIBIT T

PRO FORMA IMPLEMENTATION PLAN

Los Angeles/Long Beach Urban Area Security Initiative Fiscal Year 2008 Grant Program



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

<Insert Agency Name>
<Insert Date>

Instructions

This Implementation Plan is intended to help FY08 Los Angeles/Long Beach UASI grant project awardees efficiently manage their allocations. It is also meant to provide the City of Los Angeles Mayor's Office, as administrator for the FY08 Los Angeles/Long Beach UASI grant, with verification that grant allocations are being appropriately used and in a timely manner. Each section of this plan provides instructions for the type of information that should be included. Please replace the instructions (highlighted in yellow) with project specific information. Information not highlighted in yellow should not be altered.

First Drafts of 08 Implementation Plans will be reviewed by ICF staff for completeness and returned with comments. Please provide the first draft by August 15, 2008. Drafts will be returned to you within one week and must be finalized and sent to your assigned City of Los Angeles Mayor's Office Grant Specialist by September 15, 2008.

For questions or assistance, please contact Kathryn Humphrey at khumphrey@icfi.com or Ryan Higgins at rhiggins@icfi.com.

<Insert Project Name>
Implementation Plan

Project #

<Insert Project Number>

Mayor's Line Item Reference #

<Insert Reference Number from UASI 2008 Workbook>

Project Description

<Insert a detailed description of the project>

Funds Allocated

<Insert dollar amount allocated for this project>

Agency Involvement

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

Participating Agencies: <Identify additional agencies (across jurisdictions if applicable) that have direct involvement in the implementation of this project. List each appropriate agency. A participating agency will not receive funding directly from the UASI>

Points of Contact

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

Subject Matter Expert POC:
Agency:
Telephone:
Fax:

Email:
Address:

Intended Use of Funds

Insert Dollar amounts for each Solution Area and Solution Area Sub-Category AND FOR LA CITY DEPARTMENTS, please specify:
Will contracting authority be required?
If yes:
Total amount of the contract:
Contract term:
Is this an informal procurement (LA City under $100k)?
Will an RFP be issued (LA City over $100k)?
Will you use a sole-source vendor? If yes, please attach a completed OHS sole source form. The sole source vendor will require OHS APPROVAL and COUNCIL APPROVAL prior to executing the contract.
Will consulting services be purchased?
Will position or hiring authority be required?
If yes:
Identify Position Authority(ies) requested:
Amount of the grant that is allocated to salary:
Amount of fringe benefits and CAP rate:
Fund/Department/Account Name/Account Number that the salaries will be transferred into each fiscal year:

FOR PARTNER CITIES, please specify:
Will you use a sole-source vendor? If yes, please attach the OHS sole source form. The sole source vendor will require OHS APPROVAL prior to executing the contract.

Equipment (Purchase): <Insert Total Amount >

Exercises
In House: <Insert Total Amount >
Overtime/Backfill: <Insert Total Amount >
Contracted: <Insert Total Amount >

Planning
In House: <Insert Total Amount >
Contracted: <Insert Total Amount >

Organization:
Overtime/Backfill: <Insert Total Amount >
Staffing: <Insert Total Amount >
Contracted: <Insert Total Amount >

Training
In House: <Insert Total Amount >

Overtime/Backfill: <Insert Total Amount >
Contracted/Purchased: <Insert Total Amount >

Roles and Responsibilities

City of Los Angeles, Mayor's Office

- Accepts the aggregate Los Angeles/Long Beach UASI grant allocation from the California Governor's Office of Homeland Security.
- Requests Los Angeles City Council approvals as required throughout the performance period.
- Distributes grant allocations from the aggregate amount to the lead agencies for priority projects as determined by the Los Angeles/Long Beach UASI Approval Authority.
- Supports lead and other involved agencies in avoiding or overcoming obstacles to grant implementation.
- Makes available appropriate resources under its authority to support effective implementation within lead and other involved agencies.
- Performs personal services procurement and contracting for Los Angeles City Departments.
- Monitors the implementation of grant allocations by lead and other involved agencies.
- Reports quarterly on the status of FY08 UASI implementation to the California Governor's Office of Homeland Security and the U.S. Department of Homeland Security as appropriate.
- Demonstrates that the implementation of UASI funds is a priority of the Urban Area.

<Insert Lead Agency Name>

- Accepts the project-specific grant allocation from the City of Los Angeles Mayor's Office.
- Notifies other agencies with direct involvement in the implementation of the funded project about the award and their roles and responsibilities.
- Coordinates meetings with all directly involved agencies to facilitate the appropriate use of funds.
- As determined in coordination with all involved agencies, distributes the grant allocation to other agencies involved and/or executes expenditures on behalf of the involved agencies.
  Ensures that allocations distributed to other involved agencies are used appropriately and in a timely manner.
- Maintains a primary point of contact to oversee the project implementation activity and to serve as a liaison to other involved agencies and the City of Los Angeles Mayor's Office.
- Reports to the City of Los Angeles Mayor's Office on the status of funding and project implementation in accordance with reporting procedures described in the next section.

- Promptly reports to the City of Los Angeles Mayor's Office any issues that may negatively impact the implementation schedule identified in this Plan, particularly those involving coordination across agencies and/or jurisdictions.
- Measures and reports to the City of Los Angeles Mayor's Office the effectiveness of activities that resulted from the project's implementation.
- Demonstrates that the implementation of UASI funds is a priority of the organization.

Other Involved Agencies

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

Reporting Procedure

As the lead agency for the <Insert Project Name and Number> under the FY08 UASI grant, the <Insert Lead Agency Name> will report to the City of Los Angeles Mayor's Office, the administrator for the Los Angeles/Long Beach UASI, on a regular basis and as requested. The following reporting standards will be followed over the life of this project:

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

Implementation Schedule

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

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

The following are important milestones in project initiation:

October 1, 2008* - Receive UASI 08' Grant Award authorization from the Office of Homeland Security.
December 31, 2008* –Los Angeles City Council accepts the UASI 08 Award and authorizes the expenditure of UASI 08 funds.

- March 13, 2009*- Contracts between the City of Los Angeles and partner jurisdictions are sent and executed (Non City of Los Angeles Departments only).

* Target dates are subject to change.

All projects must be completed by April 5, 2011.

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

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

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

Averting Implementation Obstacles

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

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

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

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

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

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

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

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

Equipment Inventory Listing

Equipment Description	AEL #	AEL Title

Line #				Project Information									
Project Letter	Master Item #	Sub-Line #	UASI/LETPP	Jurisdiction	Department	UASI Project Name	Solution Area	Solution Area Sub-Category	Disc	Funding Source	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
											$60,822,000.00	$60,822,000.00
B	11	35	2	Torrance	Fire Department	TLO Training	Train	Overtime	FS	UASI	$6,750.00	
J	31	85	4	Torrance	Fire Department	Regional SCBA	Equip	Personal Protective Equipment	FS	UASI	$303,866.00	