

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: William E. Murray

Dept.: City Manager

Dept.: Public Works

Subject: APPROVAL OF A TRANSFER AGREEMENT
WITH THE MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY FOR A POTABLE
WATER TRAILER

Date: June 11, 2013

OBJECTIVE

To recommend that the Garden Grove City Council approve a transfer agreement with the Municipal Water District of Orange County (MWDOC) in order to take transfer and ownership of one (1) Potable Water Trailer.

BACKGROUND

MWDOC applied for and was approved to receive a grant from Homeland Security in the amount of \$431,000 to purchase 2,000-gallon capacity potable water trailers that will be used as mutual aid equipment during disasters. MWDOC's goal was to enhance the County's ability to respond to major disasters by purchasing as many trailers as possible through a competitive bid process, and then transferring those trailers to retail water agencies in Orange County.

Staff has been working with MWDOC to receive and take ownership of one trailer. In order to do so, the attached transfer agreement must be approved.

DISCUSSION

A draft of the agreement was reviewed and approved by the City of Santa Ana as the granting agency. Many of the participating agencies submitted comments and suggestions for consideration. MWDOC's Legal Counsel worked with all parties to assist in their understanding of the provisions of the Transfer Agreement, including which provisions are mandated under the Homeland Security grant program and which could not be revised. The attached Agreement reflects those comments and changes and meets the needs of all parties involved.

RECOMMENDATION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A TRANSFER
AGREEMENT WITH THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

June 11, 2013

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FINANCIAL IMPACT

This Transfer Agreement will have no impact on the General Fund or Water Funds.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Transfer Agreement with the Water District of Orange County for one (1) potable water trailer; and
- Authorize the City Manager to execute the agreement and all related documents on behalf of the City, and to make minor modifications as necessary thereto.



WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer



By: David E. Entsminger
Water Services Manager

Attachment: Transfer Agreement

Recommended for Approval



Matthew Fertil
City Manager

**AGREEMENT FOR TRANSFER
OF EQUIPMENT (POTABLE WATER TRAILER)
FOR FY2011 URBAN AREAS SECURITY INITIATIVE (UASI)**

THIS AGREEMENT is entered into this _____ day of _____, 2013 (dated for identification purposes only) by and between the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, a municipal water district (MWDOC) and CITY OF GARDEN GROVE, a municipal corporation (RECIPIENT), also referred to collectively as “Parties” and individually as “Party.”

WHEREAS, the City of Santa Ana (CITY), acting through its Police Department, in its capacity as a Core City of the MWDOC/Santa Ana Urban Area under the FY2011 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled “FY2011 Urban Areas Security Initiative” (UASI) from the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the State of California Emergency Management Agency (Cal EMA) to enhance countywide emergency preparedness (the GRANT); and

WHEREAS, MWDOC, acting through the Water Emergency Response Organization of Orange County (WEROC), is eligible to receive financial assistance under the GRANT in its capacity as the Sub-Recipient under the agreement between MWDOC and the CITY entitled “Agreement for Transfer or Purchase of Equipment/Services or For Reimbursement of Training Costs For FY2011 Urban Areas Security Initiative (UASI)” (GRANT AGREEMENT), a copy of which is attached hereto as Attachment A and incorporated herein by this reference; and

WHEREAS, the terms of the GRANT AGREEMENT require that MWDOC use certain GRANT funds to purchase authorized equipment, exercises, services or training that will be

transferred to sub-recipients, including RECIPIENT, to be used for GRANT purposes in a manner consistent with the GRANT, as set forth in the FY 2011 Urban Areas Security Initiative Grant Program Anaheim/Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies and Forms (GRANT GUIDELINES), a copy of which is attached hereto as Attachment B and incorporated herein by this reference; and

WHEREAS, RECIPIENT desires to acquire a potable water trailer(s) as conditioned herein and authorized by the GRANT.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. As more specifically set forth herein, MWDOC shall purchase and transfer to RECIPIENT a potable water trailer ("TRAILER") as specified in Attachment C, attached hereto and incorporated herein by this reference, in accordance with the GRANT GUIDELINES and the California Emergency Management Agency (Cal EMA) Fiscal Year (FY) 2011 Grant Assurances (GRANT ASSURANCES), a copy of which are a component of Attachment A and incorporated herein by this reference. When purchasing the TRAILER, MWDOC shall comply with its purchasing and bidding procedures and applicable state laws and shall meet federal procurement requirements for the GRANT as set forth in 2 Code of Federal Regulations (CFR) Part 225 "Cost principles for State, Local, and Indian Tribal Governments" and 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Further, as required by FEMA and established by the Office of Federal Procurement Policy in the Office of Management and Budget, this Agreement includes the FEMA Required Provisions specified in Attachment D, attached hereto and incorporated herein by this reference.

2. Within ten (10) days of receiving the TRAILER, RECIPIENT shall initiate action to transfer title, ownership and financial responsibility of the TRAILER from MWDOC to RECIPIENT pursuant to applicable California Department of Motor Vehicles procedures.

3. Throughout its useful life, RECIPIENT shall use the TRAILER acquired with GRANT funds only for those purposes permitted under the terms of the GRANT AGREEMENT, and shall make the TRAILER available for mutual aid response to other governmental entities to the maximum extent practicable and when not in use by the RECIPIENT.

4. Care of the TRAILER. Once in RECIPIENT's possession and control, RECIPIENT shall exercise due care to preserve and safeguard the TRAILER from undue wear, damage or destruction and shall provide such regular maintenance, service and repairs for the TRAILER as are reasonable and consistent with responsible ownership. These shall include, without limitation, maintenance, service and repairs recommended by any warranty or owner's manual to keep the TRAILER continually in good working order. Such maintenance and servicing shall be the sole responsibility of RECIPIENT, which shall assume full joint and several responsibility for maintenance and repair of the equipment throughout the life of the TRAILER. RECIPIENT's exercise of due care as provided in this section shall include (1) the provision of a structure or other physical barrier to protect the TRAILER from direct sunlight, rain and other elements, and (2) the provision of procedures, facilities and equipment to protect the TRAILER from theft, unauthorized use and vandalism.

a. At all times RECIPIENT has possession and control of the TRAILER as provided herein, it shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the TRAILER. The minimum scope and limits of insurance coverage shall be:

i. CGL coverage (ISO Occurrence Form No. CG 0001, or equivalent); \$1,000,000 per occurrence of Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 Aggregate Total Bodily Injury and Property Damage.

- ii. Automobile Liability, Any Auto (ISO Form No. CA 0001, or equivalent); \$1,000,000 for Bodily Injury and Property Damage, each accident.
- b. The cost of such insurance shall be borne by the RECIPIENT. Proof of insurance acceptable to MWDOC shall be provided prior to delivery of TRAILER.
- c. As respects the liability insurance required herein, RECIPIENT may elect to (i) self-insure, (ii) provide coverage through a joint powers insurance authority (JPIA) duly formed under the laws of the State of California, or (iii) utilize a combination of self-insurance and JPIA coverage. Proof of self-insurance and/or JPIA coverage acceptable to MWDOC shall be provided prior to delivery of TRAILER.

5. In the event of loss, damage, disposal or theft of equipment, RECIPIENT shall notify WEROC and the CITY in writing as soon as practicable, and no later than 30 calendar days after discovery of same. RECIPIENT shall be responsible for all costs of repair. If the TRAILER is lost, stolen, or damaged beyond repair, the TRAILER shall be replaced by the RECIPIENT, at its sole cost, with equipment of like kind and capability, subject to approval by WEROC and the CITY. The RECIPIENT's liability for repair and replacement costs shall not be limited to insurance proceeds.

6. Permits. RECIPIENT shall obtain and maintain all permits, licenses, certificates or other authorizations (collectively PERMITS) necessary for storing, maintaining and operating the TRAILER as provided herein, and RECIPIENT shall pay any and all fees required for such PERMITS. RECIPIENT shall notify MWDOC immediately of any suspension, termination, lapse, non-renewal, or restriction, of PERMITS relative to the TRAILERS. Necessary PERMITS include, without limitation:

- a. California Department of Motor Vehicles Trailer Registration

- b. California Department of Public Health Food and Drug Branch Water Hauler License
- c. At least 1 Class A, Tanker Classification driver per Trailer received
- d. At least 1 vehicle of appropriate size and capacity to tow the trailer when full, per Trailer received
- e. All PERMITS required by State and Federal regulation, as they may change from time to time.

7. All equipment acquired or obtained with GRANT funds and transferred to RECIPIENT, including without limitation the TRAILERS:

- a. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of WEROC and the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the Orange County Operational Area, when not in use by the RECIPIENT;
- b. Shall 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, when not in use by the RECIPIENT;
- c. Shall be subject to the following provisions in FEMA's "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments": 44 CFR 13.32 ("Equipment") and 13.33 ("Supplies") regarding title to, maintenance and use of, and disposition of equipment and supplies acquired under a federal grant.
- d. Shall be made 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 Cal EMA as awarding agency under the GRANT.

- e. Shall be added to the WebEOC Resource Manager system as a mutual aid resource that can be tracked, requested and deployed.
- f. Shall be recorded on a ledger maintained by RECIPIENT. The initial ledger shall be prepared by RECIPIENT and provided to MWDOC within 30 days of receiving the TRAILER and then biannually on a schedule set by MWDOC. The ledger, shall include: (a) description of the TRAILER, (b) manufacturer's model and serial number, if any, (c) Federal Stock number, national stock number, or other identification number, if any; (d) the source of acquisition of the TRAILER, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the TRAILER, (g) records showing maintenance procedures that been undertaken to keep the TRAILER in good running order, and (h) location and condition of TRAILER. Records constituting the ledger must be retained pursuant to 44 C.F.R. Part 13.42, and the Office of Grants & Training.
- g. Shall have an Anaheim/Santa Ana Urban Area ("ASAUA") identification decal affixed to it in a location where, whenever practicable, it is readily visible, and RECIPIENT shall not remove or obscure the decal.
- h. Shall have a physical inventory taken of the equipment, including the TRAILER, by RECIPIENT at least once every year, and the inventory results shall be reconciled by RECIPIENT against its equipment records. In addition, inventory shall be taken prior to any UASI, State or Federal monitor visits.

8. If the TRAILER acquired with GRANT funds becomes obsolete or unusable, RECIPIENT shall notify MWDOC of such condition. RECIPIENT shall transfer or dispose of the GRANT-funded TRAILER only in accordance with the instructions of MWDOC or the CITY in its capacity as the agency from which MWDOC received the GRANT funds.

9. RECIPIENT agrees to comply with and be fully bound by all applicable provisions of the GRANT and Attachments A through D to this Agreement.

10. In the event MWDOC, as the result of a grant audit or other occurrence, becomes responsible for reimbursing the CITY or FEMA some portion of the funding provided for the TRAILERS, MWDOC will make every effort to minimize the amount of the trailer purchase for which funding will be disallowed. If trailer purchase costs remain unfunded despite their efforts MWDOC will look to the receiving agencies to cover these costs for the trailer(s) they receive.

11. 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 directors, 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 this above-stated purpose, each Party indemnifies and holds harmless the other Party for liability that may be imposed on the other Party solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

12. Public Records Act. MWDOC and RECIPIENT are public agencies subject to the California Public Records Act (Ca. Gov. Code, § 6250 et seq.) (Act). All requests for records related to this Agreement will be handled pursuant to the Act.

13. Conflict Of Interest. Under the provisions of the GRANT AGREEMENT, MWDOC and RECIPIENT are required to include the following Conflict of Interest provisions in this Agreement.

- a. The RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - i. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - ii. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - iii. 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:
 - i. 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.
 - ii. The term "financial or other interest" includes but is not limited to:

- (1) 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.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. The RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- d. The RECIPIENT 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 RECIPIENT.
- e. Prior to obtaining MWDOC'S Approval of any subcontract, the RECIPIENT shall disclose to MWDOC any relationship, financial or otherwise, direct or indirect, of the RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- f. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

- g. The RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- h. The RECIPIENT covenants that no member, officer or employee of RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the TRAILERS during his/her tenure as such employee, member or officer or for one year thereafter.

14. Incorporation By Reference Of GRANT AGREEMENT. Pursuant to Section 7 of the GRANT AGREEMENT (Attachment A hereto), the terms of the GRANT AGREEMENT are hereby incorporated by reference and binding on the RECIPIENT.

15. Nondiscrimination and Affirmative Action. RECIPIENT 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, RECIPIENT 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. RECIPIENT 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 C.F.R. Part 60).

- a. If required, RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.
- b. Any subcontract entered into by RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

16. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of MWDOC and RECIPIENT, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

17. RECIPIENT may not assign this Agreement in whole or in part without the express written consent of MWDOC.

18. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, RECIPIENT shall preserve and maintain all documents, papers and records relevant to the TRAILER acquired in accordance with this Agreement. For the same period of time, RECIPIENT shall make said documents, papers and records available to MWDOC and the agency from which MWDOC received GRANT funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of RECIPIENT, upon request during usual working hours.

19. RECIPIENT shall provide to MWDOC all records and information requested by MWDOC for inclusion in quarterly reports and such other reports or records as MWDOC may be required to provide to the agency from which MWDOC received GRANT funds or other persons or agencies.

20. MWDOC may terminate this Agreement and be relieved of the delivery of any consideration to RECIPIENT if (a) RECIPIENT fails to perform any of the covenants contained in this Agreement, at the time and in the matter herein provided, or (b) MWDOC loses funding under the GRANT. If at any point WEROC/MWDOC or the CITY reasonably believes that RECIPIENT is in breach of this Agreement, MWDOC may send a Corrective Action Notification Letter to RECIPIENT identifying the breach and the corrective actions that are needed. If corrective actions are not taken within the time frame stated in the letter, further actions by MWDOC or the CITY may include repossession and reassignment of the TRAILER in cooperation with the Anaheim/Santa Ana UASI grant office, invoicing of the CITY for costs attributable to breach of the Agreement, and denial of participation in future UASI grant projects.

21. RECIPIENT and its agents and employees and independent contractors shall act in an independent capacity in the performance of this Agreement, and shall not be considered officers, agents or employees of MWDOC or of the agency from which MWDOC received GRANT funds.

22. In the performance of this Agreement, RECIPIENT and its governing body, officers, agents and employees shall comply with by all applicable federal, state and local laws, including all applicable statutes, regulations, executive orders and ordinances.

IN WITNESS HEREOF, the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY and CITY OF GARDEN GROVE have executed this Agreement through their authorized representatives on the date first set forth above.

MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

RECIPIENT
CITY OF GARDEN GROVE

By: _____
Karl Seckel
Interim General Manager

By: _____
Matthew J. Fertal
(Printed Name)

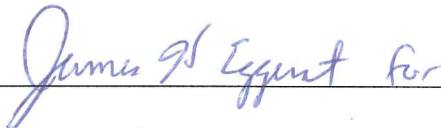
Title: _____ City Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

WOODRUFF, SPRADLIN & SMART

By: _____
Daniel J. Payne
Legal Counsel

By:  _____
Thomas F. Nixon
(Printed Name)

Its: _____

Title: _____ City Attorney

ATTACHMENT A

**AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS FOR FY2011 URBAN AREAS
SECURITY INITIATIVE (UASI)” BETWEEN THE CITY OF SANTA ANA AND
MWDOC, DATED DECEMBER 14, 2011**

C: long-SADD-B. Hadley
(ST)
INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL
DATE: APR 9 E 2012

AGREEMENT

SUB-RECIPIENT: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

City Contract Number _____

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EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
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Exhibit C	Grant Assurances
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AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2011 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

THIS AGREEMENT is made and entered into this 14th day of December, 2011, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY11 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2011 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Emergency Management Agency (CalEMA), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf

<http://www.calema.ca.gov/EMS-HS->

[HazMat/Documents/HSGP/11/FY11%20CA%20Supplement%20to%20the%20Federal%20Program%20Guidance.pdf](http://www.calema.ca.gov/EMS-HS-HazMat/Documents/HSGP/11/FY11%20CA%20Supplement%20to%20the%20Federal%20Program%20Guidance.pdf)

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Emergency Management Agency ("Cal-EMA"); 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 Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County

Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY11 UASI Grant of \$7,421,142 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

WHEREAS, the CITY has designated the Chief of Police and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY11 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement ("Agreement") to MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED 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 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, P.O. Box 20895, Fountain Valley, CA 92728

§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 Santa Ana shall be, unless otherwise stated in the Agreement:

Kenneth Gominsky, Jr., Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA. 92702
Phone: (714) 245-8040
Fax: (714) 245-8745
kgominsky@santa-ana.org

- 2. The representative of MUNICIPAL WATER DISTRICT OF ORANGE COUNTY shall be:

Kelly Hubbard, Program Manager
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
P.O. Box 20895
Fountain Valley, CA 92728
Phone: (714) 593-5010
E-mail: khubbard@mwdoc.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

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT 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 SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT 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 SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on December 14, 2011 and end on March 31, 2014 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. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.rkb.us>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT 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 FY 11 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 225 "Cost Principles for State, Local, and Indian Tribal Governments" and 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

Any equipment acquired or obtained with Grant Funds:

1. Shall 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. Shall be consistent with needs as identified in the National Priorities and Target Capabilities, the State Homeland Security Strategy, and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;
3. Shall 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;
4. Shall be subject to the requirements of Title 44 CFR Part 13.32 and 13.33 For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not 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;
5. Shall be used by SUB-RECIPIENT 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 useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made 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.
7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or

other identification number; (d) the source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 44 C.F.R. Part 13.42, and Office of G&T.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-EMA at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures (attached hereto as Exhibit D) detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted electronically at <https://38.184.198/>. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalEMA tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. 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 SUB-RECIPIENT 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 "Sub-recipient" 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 Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§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

SUB-RECIPIENT 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

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT 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

SUB-RECIPIENT 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, SUB-RECIPIENT 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. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds.

§410. 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. SUB-RECIPIENT certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§411. Conflict of Interest

- A. The SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT 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.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or

for one year thereafter.

- I. The SUB-RECIPIENT 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 "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. 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.).

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT 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

SUB-RECIPIENT shall comply with OMB Circulars, as applicable: OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments, found in 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"); 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, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and any administrative regulation or field memos implementing the Act. When reporting under on the FY11 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2011-SS-0077; and Identify the City of Santa Ana as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT 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. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT 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 B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT 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 SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT 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/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices,

materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT 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 three (3) 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 Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT 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.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT 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

SUB-RECIPIENT 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).

SUB-RECIPIENT 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).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT 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

SUB-RECIPIENT 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.

SUB-RECIPIENT 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. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT 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.

SUB-RECIPIENT 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.

SUB-RECIPIENT 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.

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

By signing this Agreement, SUB-RECIPIENT 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.

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

SUB-RECIPIENT 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

SUB-RECIPIENT 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

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT 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 SUB-RECIPIENT 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. SUB-RECIPIENT 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

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

SUB-RECIPIENT 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

SUB-RECIPIENT 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. SUB-RECIPIENT 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 44 Code of Federal Regulations (CFR) Part 13; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office

of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2009 Homeland Security Grant Program – Program Guidance and Application Kit; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

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

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

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

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

3. Noncompliance

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

C. Compliance With Grant Assurances

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

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. 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 SUB-RECIPIENT 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). SUB-RECIPIENT 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. SUB-RECIPIENT 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

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all

subcontracts.

§416. 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 SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT 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. Amendments

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

SUB-RECIPIENT 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 twenty-five (25) pages and five (4) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal Corporation of the State of California

By: Maria D. Huizar
Maria D. Huizar
Clerk of the Council

By: Paul M. Walters
Paul M. Walters
City Manager

APPROVED AS TO FORM:

By: Teresa Judd
Teresa Judd
Assistant City Attorney

SUB-RECIPIENT
MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY

By: Kevin Hunt
Printed Name Kevin Hunt
Title General Manager

APPROVED AS TO FORM

By: Daniel F. Payne
Printed Name Daniel F. Payne
Title General Counsel
Best Best & Krieger

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

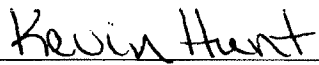
A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these 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

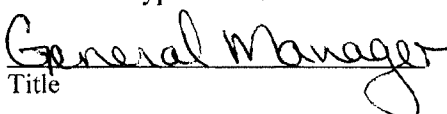
B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Authorized Agent Signature



Printed or Typed Name



Title

Address: 18700 Wood St.

Fountain Valley, Ca

92708

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

EXHIBIT B
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 than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

Municipal Water District of Orange County
CONTRACTOR/BORROWER/AGENCY

Kevin Hunt, General Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

3-23-2012
DATE

EXHIBIT C

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 Grant Assurances

(All HSGP Applicants)

Name of Applicant: Municipal Water District of Orange County
Address: 18700 Ward St
City: Fountain Valley State: Ca Zip Code: 92708
Telephone Number: 714-593-5410 Fax Number: 714-964-9389
E-Mail Address: KHubbard@mwdoc.com

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

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. 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 U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, Cal EMA.
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.
5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. 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, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

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

10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.

11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

12. 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.

13. Understands and agrees that 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 DHS/FEMA and Cal EMA.

14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. 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 structures.

17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state statutes 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 against individuals with disabilities.
- 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. Sections 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 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
- j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
- k. The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

18. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.

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

20. Will comply 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 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

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

22. 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. Applicant 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 reevaluation of compliance with these EHP requirements.

23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.

24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.

25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

26. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

27. Will provide any information requested by DHS/FEMA and/or Cal EMA to ensure 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 (11988), Wetlands (11990), Environmental Justice (12898), and Environmental Quality (11514).
- b. Notification of violating facilities pursuant to EO 11738.
- c. 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.).
- d. 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.).
- e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
- f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098; California Code of Regulations (CCR), Title 14, Chapter 3 Sections 15000-15007.
- g. 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.
- h. 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.

28. 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.

29. 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."*

30. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, 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.

31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

32. 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, agrees 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.

33. 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 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

34. 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.

35. 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.

36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award. Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:
- d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
- e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
 - i. associated with performance under this award; or

ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

And further understands that subgrantees and subrecipients must:

f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

h. For purposes of this term:

"Employee" means either:

- i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or
- ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

37. 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.

38. 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.

39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

E-mail: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

a. For purposes of this award term, the following definitions will apply:

i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.

iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.

iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. 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.

45. 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.

46. 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.

47. 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.

48. Will comply with all applicable federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

49. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for

State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

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

51. 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.

52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2011 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 FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".

56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and 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 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.

57. Agrees to comply with the Drug-Free Workplace Act of 1988, 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 ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee 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:
 - i. Abide by the terms of the statement; and
 - ii. 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 Cal EMA, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) 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, DC 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)(ii), with respect to any employee who is so convicted.
 - i. 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
 - ii. 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 paragraph 57 subsections (a), (b), (c), (d), (e), and (f).

58. Will comply with all applicable requirements of all other federal and state laws, EOs, regulations, program and administrative requirements, policies and any other requirements governing this program.

59. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.

- a. Applicability: unless you are exempt as provided in subsection (d) of this paragraph, subrecipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009).
- b. Where and when to report: you must report each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later

than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)

c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA.

d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

i. The total federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.) You must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

60. Exemptions to Paragraph 59 include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

a. Definitions associated with paragraph 59 include:

i. "Executive" means officers, managing partners, or any other employees in management positions.

ii. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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.

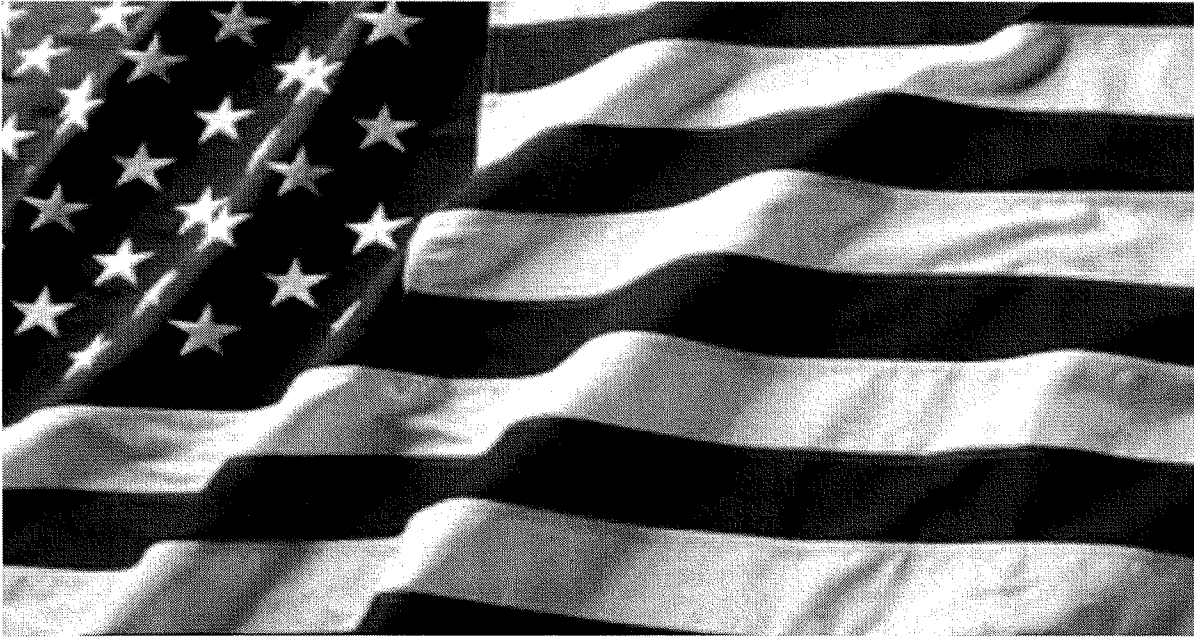
Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

ATTACHMENT B

FY 2011 Urban Areas Security Initiative Grant Program Anaheim/Santa Ana UASI Sub- Recipient Grant Guide Standard Operating Procedures, Policies and Forms



FY2011 Urban Areas Security Initiative Grant Program

Anaheim / Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies, and Forms

December 2011

Version 1

FY2011 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

PURPOSE AND ORGANIZATION OF THIS GUIDE

The FY2011 Urban Areas Security Initiative Grant Program is a reference for agencies receiving federal funds through the Anaheim/Santa Ana UASI Offices. The Guide will help sub-recipients understand and meet the financial, administrative, and audit requirements for the use of these funds. The primary source documentation for these requirements is the U.S. Department of Homeland Security "Fiscal Year 2011 Homeland Security Grant Program Guidance and Application Kit" (http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf), the California Emergency Management Agency "FY2011 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit" (<http://www.calema.ca.gov/EMS-HS-HazMat/Documents/HSGP/11/FY11%20CA%20Supplement%20to%20the%20Federal%20Program%20Guidance.pdf>), 44 Code of Federal Regulation Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (<http://www.calema.ca.gov/GrantsMonitoring/Documents/CFR%20Regs/44CFRPart13.pdf>), and 2 Code of Federal Regulations Part 225 "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)" (http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a87.pdf).

Other reference documents in this guide can be found at <http://www.dhs.gov/xprepresp/publications>.

Sub-recipients must meet certain requirements to receive funding from federally funded grant programs. The requirements contained in this Guide are not all-inclusive. In addition, other source materials will be referenced. Sub-recipients are encouraged to contact the Anaheim/Santa Ana UASI Offices for clarification of any requirements.

FY2011 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

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Anaheim/Santa Ana UASI Grant Office Contact Information

Mailing Addresses:

Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Fax (714) 245-8118

Anaheim Police Department
Homeland Security Bureau, East Station
425 S. Harbor Boulevard
Anaheim, CA 92805
Fax (714) 765-3880

UASI Grant Office Contact Information:

Cmdr. Kenneth Gominsky, Jr.
Office (714) 245-8040
Cell (714) 720-2650
kgominsky@santa-ana.org

Lt. Tim Miller
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tmiller@anaheim.net

Sgt. Brad Hadley
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bhadley@santa-ana.org

Sgt. Darrin Lee
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Erika Garcia (Monitoring)
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Lauren Leslie (Fiscal/Training)
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lleslie@santa-ana.org

Sara Garcia-Zarate (Clerical)
Office (714) 765-3825
sgarcia-zarate@anaheim.net

Part 1 –FY11 UASI Grant Overview

Overview

The Homeland Security Grant Program (HSGP) is comprised of four interconnected grant programs.

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks. Under the HSGP the cities of Anaheim and Santa Ana were selected as core cities for the Orange County Metropolitan Area and are responsible for the management and administration of the UASI Grant Program.

The UASI grant program is designed to address the unique planning, equipment, training and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. The UASI grant program, as part of the HSGP, is meant to support the Federal government's larger, coordinated effort to strengthen homeland security preparedness. The HSGP implements objectives addressed in a series of post 9/11 laws, strategy documents, plans, and Homeland Security Presidential Directives (HSPDs). Of particular significances are the National Preparedness Guidelines (Guidelines) and its associated work products. The Guidelines are an all-hazards vision regarding the nation's four core preparedness objectives: to prevent, protect, respond to and recover from terrorist attacks and catastrophic natural disasters.

The Guidelines define a vision of what to accomplish and a set of tools – including HSGP grant investments – to forge a unified national consensus about what to do and how to work together at the Federal, State, local, and tribal levels. It outlines 15 scenarios of terrorist attacks or natural disasters that form the basis of much of the Federal, State and local responder's exercises and training system. In addition, it identifies 37 critical target capabilities that DHS is making the focus of key investments with State and local partners. The 37 target capabilities are further broken down in to 1600 unique tasks which are found in the Universal Task List. These tools form a framework that first responders can use to establish a capabilities-based approach to preparedness. DHS expects its State, local, and tribal partners to be familiar with this federal preparedness architecture and to incorporate elements of this architecture into their planning, operations and investments.

Projects funded through the Anaheim/Santa Ana UASI should be developed using a capabilities-based planning approach and make use of the "*Target Capabilities List*", keeping in mind a capability may be delivered with any combination of properly planned, organized, equipped, trained and exercised personnel that achieve the intended outcome. Just as no single agency/jurisdiction would be expected to perform every task, neither would they be expected to have sufficient levels of every capability needed for a major event. Requirements that exceed an entity's capabilities would be secured through mutual aid or formal requests for assistance from other levels of government. This concept is the basis for strengthening regional planning, coordination, and resource sharing to prepare for catastrophic events. A key factor in

FY2011 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

determining what projects will be funded is the ability of the project to achieve a regional capability.

The FY 2011 UASI program is intended to enhance regional preparedness efforts. Urban Areas **must** use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.

In an effort to assist the urban area's sub-recipients in understanding how to apply for funding and seek reimbursement for approved expenditures the Anaheim/Santa Ana UASI grant office has developed a guide. The purpose of the Anaheim / Santa Ana Sub-Recipient Grant Guide is to provide: (1) an overview of the UASI grant program; (2) pre-award guidelines; (3) project application process; (4) reporting, procurement, and reimbursement requirements; (5) financial and equipment monitoring guidelines.

FY11 Homeland Security Grant Program Priorities

- Priority 1: Advance "Whole Community" Security and Emergency Management
 - Objective 1 : Threat & Hazard Identification Risk Assessment (THIRA)
 - Objective 2: Emergency Operation Plans (EOP)
 - Objective 3: Organization – Typing of Equipment and Training
- Priority 2: Building Prevention and Protection Capabilities
 - Objective 1: The Nationwide Suspicious Activity Reporting Initiative (NSI) Training
- Priority 3: Maturation and Enhancement of State and Major Urban Area Fusion Centers
 - Objective 1: Baseline Capabilities
 - Objective 2: Analytic Capabilities

To access priorities, refer to the FY11 Homeland Security Grant Program Guidance and Application Kit.

FY11 Anaheim/Santa Ana UASI Projects

In accordance with the ongoing projects, HSGP Guidance, National Preparedness Guidance, and the Anaheim/Santa Ana UASI Grants Strategy, the following are tentative projects proposed in the FY11 Investment Justifications:

+ Project A - Strengthen Interoperable Communications Install RACES UHF Repeater Stations (4) and Upgrade 700 MHz Repeater Stations (3).

+ Project C - Strengthen CBRNE Detection, Response, and Decontamination Capability Purchase Environmental Health Hazmat Monitors and Anaheim Urban Search & Rescue Trailer.

+ Project F - Enhance Catastrophic Incident Planning, Response, and Recovery Purchase Water Distribution Trailers (9) and Hire Contractor for Special Needs Emergency Management Plans.

+ Project G - Citizen Preparedness and Participation Enhance the Ready OC Preparedness Campaign through 2012 and Start "If You See Something, Say Something" Citizen Preparedness Campaign.

+ Project H - Homeland Security Training Program Continue Conducting Regional Homeland Security Training Program, not limited to but including: National Wildland ICS Training, Low Angle Rope Rescue, Mass Casualty, ICS 300/400, Hazmat Specialist, Immediate Action Teams, Tactical Casualty Care, and Public Information Officer.

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+ Project I – Homeland Security Exercise Program Continue Conducting Regional Homeland Security Exercise Program, not limited to, but including: Warm Zone Tabletop, Mass Fatality/Forensics Drill, OCIAC Full Scale Exercise, Mass Casualty Hospital Full Scale, Citizen Preparedness Drill, Management Level On-Scene Operations Tabletop, CBRNE Mass Casualty Incident Drill, and EOC Resource Management Drill.

+ Project J - Enhance Regional Intelligence and Counter Terrorism Efforts Continue expanding Terrorism Liaison Officer Program, Fund Full-Time Analyst Salaries at OCIAC, Procure Surveillance Kits and Analytical Research System.

+ Project L – Management & Administration Cover salaries, meeting costs, and travel expenditures related to grant management and administration.

+ Project M - Strengthen Medical Surge and Mass Prophylaxis Capabilities Procure 150 Mobile Data Collection Devices and Conduct Training for the OC-MEDS Patient Tracking System.

Anaheim/ Santa Ana Urban Area Working Group (UAWG)

Homeland Security grants guidelines specifically require the formation of an Urban Area Working Group to “coordinate the development and implementation of all program initiatives”. The Grant Guidance requires the use of existing working groups and committees to plan and implement grant related activities and to coordinate grant resources. In order to accomplish this task, the Urban Area Working Group (UAWG) functions as the primary advisory body to the Anaheim / Santa Ana Urban Area Steering Committee.

The mission of the UAWG is to provide recommendations to the Steering Committee through the identification, prioritization and development of a standardized, regional, all-hazards approach to increase preparedness, prevention, protection, response, and recovery capabilities through the coordinated, collaborative efforts of multi-jurisdictional, multi-disciplined representatives from the Orange County Operational Area. The UAWG will be responsible for coordinating the development and implementation of all program initiatives and act in an advisory capacity to the Steering Committee regarding activities related to the Urban Areas Security Initiative (UASI).

FY11 UASI Grant Performance Period

The California Emergency Management Performance Period for the Anaheim/ Santa Ana Urban Area is November 18, 2011 to April 30, 2014. However, the Sub-Recipient Performance Period for the FY11 UASI Grant Program is **December 14, 2011 to March 31, 2014.**

UASI Grant CFDA #: 97.067

UASI Grant #: 2011-SS-0077 FIPS#: 059-95010

FY11 Anaheim/Santa Ana UASI Award: \$7,421,142

Federal Grant Guidance:

- FY2011 Homeland Security Grant Program Guidance and Application Kit (http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf)

California State Grant Guidance:

- California Emergency Management Agency (Cal-EMA) FY11 Homeland Security Grant Program California Supplemental (<http://www.calema.ca.gov/EMS-HS-HazMat/Documents/HSGP/11/FY11%20CA%20Supplement%20to%20the%20Federal%20Program%20Guidance.pdf>)

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Administrative, Cost Principles, and Audit Guidelines, including but not limited to:

- 44 CFR part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 CFR part 17, Government-Wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants), 44 CFR part 18, New Restrictions on Lobbying (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html)
- 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87) (http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a87.pdf)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations (https://www.acquisition.gov/far/html/Subpart%2031_2.html)
- OMB Circular A-102, Grants Cooperative Agreements with States and Local Governments, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (<http://www.whitehouse.gov/omb/circulars/index.html>)

Agencies Covered by the FY11 UASI Grant Program*

Santa Ana (Lead)	Irvine	Orange County Fire Authority
Aliso Viejo	La Habra	Placentia
Anaheim	La Palma	Rancho Santa Margarita
Brea	Laguna Beach	San Clemente
Buena Park	Laguna Hills	San Juan Capistrano
Calif. State University, Fullerton	Laguna Niguel	Santa Ana Unified School District
Costa Mesa	Laguna Woods	Seal Beach
Cypress	Lake Forest	Stanton
Dana Point	Los Alamitos	Tustin
Fountain Valley	Mission Viejo	University of California, Irvine
Fullerton	Municipal Water District of Orange County	
Garden Grove	Newport Beach	Villa Park
Huntington Beach	Orange	Westminster
	Orange County	Yorba Linda

*In FY04 and FY05 UASI Grants, Santa Ana and Anaheim each had their own UASI Grant award. DHS combined cities starting with the FY06 UASI Grant. In even years (06, 08, 10) Anaheim is the lead fiscal agent and in odd years (07, 09, 11) Santa Ana is the lead fiscal agent.

Part 2 – Pre-Award Guidelines

All members of the Anaheim / Santa Ana Urban Area are considered sub-recipients and are eligible to submit an application for project funding to the Anaheim / Santa Ana UASI for grant funds. Prior to submitting an application each sub-recipient must establish their eligibility to receive grant funds by submitting an eligibility package. The eligibility packet must include:

- The FY11 Anaheim/Santa Ana UASI Agreement
- Signed Grant Assurances
- Signed Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements
- Copy of Sub-Recipient's NIMSCAST to Certify NIMS Compliance (to the level established by DHS for fiscal year 2011)
- Copy of Sub-Recipient's Procurement Policy
- Copy Sub-Recipient's Travel Policy
- Copy of Sub-Recipient's Equipment Control and Disposition Policy
- Copy of 2010/2011 Single Audit Report (If the sub-recipient expends more than \$500,000 in federal assistance they must perform a single audit and provide a copy of the audit results to the Anaheim/Santa Ana UASI Grant Office. The \$500,000 threshold in federal assistance is an aggregate total and is not limited only to UASI funds. Refer to OMB Circular A-133)

Sub-recipients may not sub-award Anaheim/Santa Ana UASI funds awarded to them. UASI funds may only be used to reimburse sub-recipients for allowable grant expenditures that have received prior approval from the Anaheim/Santa Ana grant office.

Deadline to Submit Eligibility Packet and Agreement:

A completed packet, including all of the above listed documentation, MUST be turned into the Santa Ana UASI Grant Office, no later than Friday, **March 30,2012.**

Part 3 – Project Application Guidelines

Overview

In an effort to gather the information required to document the allocation of UASI grant funds and to collect the information necessary to accurately document how the funds will be utilized, all sub-recipients are required to submit an “Application for Project Funding” prior to being authorized to expend funds for which they will be reimbursed. A copy of the “Application for Project Funding” can be found in the Forms section of this guide.

The Application for Project Funding is comprised of 12 sections designed to collect the information necessary to determine:

- 1) what capability(ies) the project is designed to establish or enhance;
- 2) if the project supports the urban areas strategy;
- 3) how much the project will cost;
- 4) how the project will be implemented; and
- 5) how the project will be sustained.

Supplanting

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose.

Project Application Process

The project funding application process is outlined below:

- Sub-recipients must complete a Preliminary Homeland Security Grant Project Funding Request (refer to Forms), and present their project to the Urban Area Working Group (UAWG). The UAWG will recommend approval or denial to the Steering Committee.
- After project is presented to UAWG, Sub-Recipient completes the “Application for Project Funding” and submits it to the Anaheim / Santa Ana UASI Grant Office for review and approval (refer to Forms).
- Sub-Recipient completes the Environmental and Historic Preservation Screening Memo, Coversheet, and required back-up (maps, pictures, descriptions, etc) and attaches to the Application for Project Funding (refer to Forms).
- The Grant Steering Committee will review the applications to determine projects approved for funding.
- Sub-recipients that have their applications approved for funding will receive an “Award Letter” which will detail the amount of funding that has been approved.

Environmental and Historic Preservation Requirements

At the time of the project application submission, sub-recipients will be required to submit the Environmental and Historic Preservation (EHP) Screening Memo, Coversheet, and required back-up (maps, pictures, descriptions, etc). Refer to the attachments in the back of the Guide. The EHP will be required for all projects that have AEL numbers with the following green disclaimer (refer to <https://www.rkb.us>):

FEMA Preparedness Grants Authorized Equipment List

Surveillance, Warning, Access/Intrusion Control>>General>>Systems, Video Assessment, Security

GENERAL

This equipment has been identified as requiring an Environmental Planning and Historic Preservation (EHP) review. Please refer to the EHP Program Page to the right, or consult your designated Program Analyst for guidance on your EHP submission.



AEL Number: 14SW-01-VIDA

Title: Systems, Video Assessment, Security

Description: Camera-based security systems utilizing standard, low light, or infrared technology.

Notification of Award

For those projects that are approved for FY11 UASI funding, the sub-recipient will receive an award letter indicating the project has been approved for funding, the amount of funding that has been approved, and the time frame in which the project must be completed.

Project Modifications

Sub-recipients must complete the Request for Project Modification (refer to Forms), and contact the Anaheim / Santa Ana UASI grant office and request approval prior to modifying any of the terms of the project or funding amounts. Refer to the "New Website Instructions" on how to upload all Project Modification Requests.

Part 4 – Reporting Requirements, Procurement, and Reimbursements

Quarterly Progress Reporting

Project managers will be required to submit the Quarterly Project Status Report (refer to Forms) in order to improve grant management. The designated project manager will be required to submit on the overall status, the project milestones (both planned and completed), accomplishments and goals, as well as any issues or concerns that may arise. Quarterly reports are required for all approved projects. Attachments are encouraged, such as procurement paperwork or meeting agendas. Refer to the “New Website Instructions” on how to upload completed Quarterly Progress Reports.

<u>Calendar Quarters</u>	<u>Reporting Due Dates</u>
January 1 – March 31	April 10th
April 1 – June 30	July 10th
July 1 – September 30	October 10th
October 1 – December 31	January 10th

Procurement

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

The sub-recipient shall obtain signed *Certification of Debarment* (refer to Forms) from parties involved in all transactions. The sub-recipient shall also use the Excluded Parties List System (EPLS) located at <http://epls.gov> to verify the parties involved in the transaction have not been debarred or suspended from receiving federal funds. Sub-recipients shall obtain a signed *Certification Regarding Lobbying* from all parties that are involved in transactions with the sub-recipient and sub-recipient shall ensure language regarding this requirement is included in all agreements and contracts entered into by the sub-recipient.

Selection of Procurement Method

Sub-recipients should follow their own established procurement policies. These policies should detail the following procurement methods and when it is permissible to use them:

- Small purchase – Must obtain price or rate quotations from an adequate number of qualified sources; procurement must be competitive.
- Sealed bids – Must make a firm fixed-price award to the bidder whose bid is the most advantageous to the grantee. If factors other than price are considered in determining the winning bid, the invitation for bids must describe clearly these other factors and how they will be applied in calculating the bids.
- Competitive proposals – Fixed-price or cost-reimbursement type contract. Must identify all evaluation factors and their relative importance, considering price and other factors.
- Sole-source procurements - Used only when the small purchase, sealed-bid or competitive proposals methods are not feasible, and one of the following circumstances exists:
 - The item is only available from one source
 - There is a public exigency or emergency need for the item that will not permit the delay associated with competitive solicitation
 - After solicitation of a number of sources, competition is determined inadequate.

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The awarding agency (Cal-EMA) must authorize **ALL** noncompetitive proposals; send sole source requests to the Santa Ana Grant Coordinator for approval.

Reasonableness of Cost/Price

Sub-recipients are required to perform some form of price or cost analysis to determine the reasonableness of the proposal's cost. Not necessary if the sealed bid method is used, as the market of competitive bidding brings forth the most reasonable prices. Without performing a proper analysis, there is simply no certainty that fair and reasonable prices are being charged.

The single overriding requirement is that a sub-recipient must examine every cost element listed in an offer. To do so, the contractor must have an accounting system that properly tracks costs and allocates them to the proper categories. Through a cost analysis, determinations are made on which costs are real and reasonable, allowable under grantee regulations or rules, and properly allocated to the work to be performed under proposed contracts.

Conflicts of Interest

No official or employee of local government shall participate personally through decisions, approval, recommendation, or otherwise in any application, contract, award, agreement with federal funds, in which he/she or immediate family, partners, organization in which they participate or prospective employment, has a financial interest, or has less than an arms-length transaction. Violations may result in criminal, civil, or administrative penalties.

State EOC, Aviation, and Sole Source Pre-Approval Requirements

For all UASI projects that establish or enhance an Emergency Operation Center (EOC), project managers must submit the Cal-EMA Establish/Enhance Emergency Operations Center (EOC) Request Form (See Forms) to the Santa Ana UASI Grant Coordinator for pre-approval.

Any and all Aviation Equipment projects, must also be pre-approved by Cal-EMA before purchases begin. The Cal-EMA Aviation Request Form (See Forms) once completed, must be forwarded to the Santa Ana UASI Grant Coordinator.

Finally, all Sole Source purchases require pre-approval from Cal-EMA, before any purchases are made. Once completed, the Request for Sole Source Procurement Authorization Form (See Forms) must be forwarded to the Santa Ana UASI Grant Coordinator for approval.

Documentation

Sub-recipients are required to maintain records sufficient to detail the history of procurement:

- The rationale for the method of procurement (small purchase, sealed bid, etc.)
- The selection of contract type (fixed-price, cost reimbursement, etc.)
- Contractor selection or rejection; and
- The basis of the contract price.

If procurement exceeds the small purchase amount, the sub-recipient must include in its procurement records and files:

- The basis for contractor selection
- Justification for lack of competition when competitive bids or offers were not obtained
- The basis for the award cost or price

Performance Bonds

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Sub-recipients are required to purchase performance bonds for any equipment items that exceed \$250,000 or for any vehicles including aircraft or watercraft that are financed with homeland security funds. The cost of the performance bond is an allowable expense under the UASI grant program.

Training Program Overview

The Anaheim/Santa Ana Urban Areas allocates training funds to applicable Orange County jurisdictions based proportionately on each jurisdiction's number of first responders.

Although no longer a DHS requirement, ASAUASI will continue to dedicate 10% of the total grant allocation to eligible training expenses as set forth by the Urban Area Working Group (UAWG). The UAWG makes recommendations that will enhance regional preparedness, ensure standardization within Orange County, avoid duplication of efforts, and maximize the use of grant funds. The UAWG also considers the Urban Area's multi-year Training and Exercise plan.

The UAWG will determine training needs based on an evaluation of the region's gap in capabilities and the Urban Area's Multi-year Training and Exercise Plan. The UAWG will maintain a current list of eligible training courses to meet regional training needs. A total of 30% of each jurisdiction's allocated amount will be deemed "Discretionary". This amount can be used on eligible training that specifically meets the needs of that jurisdiction, but may not be on the regional training list. Eligible costs for training under the FY 11 UASI allocation will be reimbursed through the Santa Ana Police Department Office. The following is a list of websites and links to aid you in your search for eligible training:

Cal-EMA: <http://www.calema.ca.gov/>, click on "Training" tab. The "Training Bulletin" link contains a list of training by the following providers:

- Cal-EMA
- Adaptive Cyber-Security Training (ACT) Online
- California Specialized Training Institute (CSTI)
- California Commission on Peace Officer Standards and Training (POST)
- California State Fire Marshall
- Emergency Management Institute (EMI)
- National Center for Biomedical Research and Training (NCBRT)
- Texas Engineering Extension Service (TEEX)
- New Mexico Tech/Energetic Materials Research and Testing Center (EMRTC)
- Center for Domestic Preparedness (CDP)

Orange County Training and Exercise Schedule (www.PrepareOC.org) Sub-recipients can request access to the secure portal via the link on this website. Once access is granted, sub-recipients can login and view the training calendar.

US DOJ Training Site (<http://ojp.usdoj.gov/training/training.htm>)

Riverside County Homeland Security Regional Training Program (<http://regionaltrainingprogram.org/>)

Congressman Rohrabacher's website (<http://rohrabacher.house.gov/>)

Discretionary Training

This section will address training course selection for jurisdictions seeking to fund training needs with their "discretionary" reimbursement allocations.

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There are FEMA approved courses conducted on an ongoing basis throughout the country. Many of these courses are instructed within California and locally in Orange County. (Refer to attached list of references and links to become aware of available training.) Other courses that have not been FEMA approved will be evaluated on a case-by-case basis through the Approval Process outlined below. *All classes, including FEMA approved classes must adhere to the Approval Process outlined below prior to attendance of any training for which UASI reimbursement will be requested.*

In searching for available classes, remember that training should continue to focus on enhancing capabilities to prevent, protect against, respond to, or recover from Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE), agricultural, and cyber-terrorism incidents. As the result of several recently added national planning scenarios, UASI reimbursable training expenses now also include training related to catastrophic events, provided that these activities also build capabilities that relate to terrorism.

Approved classes will qualify for reimbursement for the following expenses: Tuition, Overtime, Backfill, and Travel Costs (e.g. airfare, mileage, per diem, hotel). Reimbursement guidelines and the process for seeking reimbursement are outlined below.

Regional Training

Once core training classes have been selected by the committee process as part of a regional training project by filling out the UAWG Training Presentation Form (see Forms), attendance for these classes will be coordinated through the Anaheim/Santa Ana Training and Exercise Coordinators, or a designated point-of-contact from the jurisdiction hosting the training.

Jurisdictions must adhere to the Approval Process outlined below prior to attendance by personnel in a regional training project class. Approved classes will qualify for reimbursement for the following expenses: Tuition, Overtime, Backfill, and Travel Costs (e.g. airfare, mileage, per diem, hotel). Reimbursement guidelines are listed below. Please note, for regional training courses provided locally, one tracking request number will be requested for all participating jurisdictions; contact the UASI Training Coordinators for confirmation.

Approval Process for both Discretionary and Regional Training Courses

Jurisdictions must seek approval from Cal-EMA prior to attendance of all training in which UASI reimbursement will be requested. To obtain State approval for a course, the jurisdiction's UASI training point-of-contact will contact the UASI Training Coordinator with a cost estimate and course details.

Reimbursement Guidelines

Training expenses that are submitted for reimbursement must adhere to the FY11 State and

Federal Homeland Security Grant Program Guides, and applicable Code of Federal Regulation (CFR). In accordance with this guidance, several regulations are highlighted below:

- Reimbursable training costs for approved training includes: Tuition, Overtime and Backfill, and Travel Costs (i.e. airfare, mileage, per diem, hotel, etc.). All expenses must comply with each jurisdiction's established policies.
- Overtime and backfill are reimbursable expenses, but at *NO time is dual compensation (overtime and backfill) allowable during the same training day.* In order to pay for backfill,

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agencies must have incurred the expense of paying overtime to fill a position vacated by the employee on the day of the training.

- Personnel costs for employees who attend training on a normal work day are not reimbursable.
- For agencies that have extended shifts (12-24 hours) please note that backfill can only be reimbursed for the time that the employee was not able to work their normal shift due to the training.
- Reimbursement for "Fringe Benefits" in overtime and backfill is limited only to Federal Insurance Contributions Act (FICA), Workers' Compensation, and Unemployment Insurance.
- Tips, alcohol, and entertainment are not reimbursable expenses.
- Agencies must retain expense related documentation for three years past the grant performance period.

To submit for reimbursement, complete the Training Reimbursement Application Worksheet (see Forms) for each completed course. The Training Reimbursement Application Worksheet must include the State Tracking Number for the class in order to receive reimbursement.

Payroll documentation must include a timesheet, overtime sheet, or some other form of documentation that has the following information: employee signature, grant year (11), grant (UASI), date(s), hours, and purpose (ex. course title attended or Backfill for employee). If the sub-recipient does not have this document, the employee must complete the Functional Timesheet (refer to Forms). All Overtime/Backfill expenses must be supported by copies of a payroll or other similar system that supports the overtime rate and number of overtime/backfill hours that submitted for reimbursement.

In addition to the Training Reimbursement Application Worksheet, also complete one Reimbursement Request for Grant Expenditures form for the total amount listed on each of the Training Reimbursement Applications and Worksheets. An invoice must also be included that bills the City of Santa Ana for the total amount.

Exercise Program Overview

UASI Funded exercises will occur on an ongoing basis, according to the Urban Area's Multi-year Training and Exercise Plan. Some of these exercises may have funding available for expenses incurred by jurisdictions as a result of participation in or the development of UASI funded exercises. All expenses that will be reimbursed through UASI must receive prior approval from the Anaheim/Santa Ana UASI Grant Office. This prior approval will be granted through the completion of the Application for Project Funding which will be signed by the jurisdiction and the UASI grant office. Any questions regarding the Exercise Program, contact the Santa Ana Training/Exercise Coordinator.

SEEKING REIMBURSEMENT

The UASI grant is both a reimbursement grant program and a cash advance program. Both the State (grantee) and the Anaheim/Santa Ana UASI (sub-grantee) are allowed to seek cash advances. In order to help expedite the reimbursement process for the local jurisdictions (sub-recipients), the Anaheim/Santa Ana UASI Grant Office recommends e-mailing a copy of a Purchase Order or Invoice to the UASI Fiscal Coordinator and the UASI Grant Coordinator 30 days before submitting the reimbursement request. This will allow the UASI Grant Fiscal

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Coordinator to seek funding from the State, which will then be received and readily available upon receipt/review of the completed reimbursement request. The following documentation is required for reimbursement:

Equipment Reimbursement Documentation:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures Form (refer to Forms)
- Copies of Invoices Received and Paid by Sub-Recipient
- Copies of Payments (Checks Issued)
- Copies of Requisitions and Purchase Orders
- Packing Slip with Itemized Equipment Purchases
- Equipment Reimbursement Worksheet (*NEW refer to Forms)

Training Reimbursements Documentation:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures Form (refer to Forms)
- 2011 Travel Reimbursement Worksheet (refer to Forms)
- Copies of Invoices Received and Paid by Sub-Recipient
- Copies of Payments (Checks Issued)
- Documentation of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overtime cost paid for each employee.
- Copies of signed employee documentation or UASI Functional Timesheets for overtime/backfill (Refer to Forms)
- Copy of the Tracking Number confirmation e-mail from Cal-EMA
- Certification (or a copy) of course completion. If certificate is unavailable, proof of attendance such as a sign in sheet and class roster must be submitted.
- Copies of all receipts for tuition, travel, lodging and per diem. If the sub-recipient's travel policy indicates actual costs will be reimbursed, the sub-recipient must submit all receipts. If the sub-recipient's travel policy is to provide a daily Per Diem, then records must be provided that document the amount of Per Diem provided.
- DEADLINE to submit final training reimbursement packet: November 29, 2013.

Other Approved Personnel Cost (Planning, M&A, and Organization) Reimbursement:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures (refer to Attachments)
- Copies of Employee Job Descriptions/Duties Related to the Grant
- Copies of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overall payroll costs.
- Copies of signed employee payroll documentation or UASI Functional Timesheets for overtime/backfill or approved UASI salaries (refer to Forms)

All completed reimbursement packets can now be uploaded to the Anaheim/ Santa Ana UASI Grant Office website. This will allow for better communication and record keeping. Refer to "New Website Instructions" for details.

Quarterly Reimbursement Requests

The Anaheim/Santa Ana UASI Grant Office is requesting Sub-Recipients turn in invoices on a quarterly basis. We prefer one invoice for all expenditures that occurred during any given quarter. This will help to organize the roughly 400 training packets received during the performance period, as well as better keep track of payments to sub-recipients and more timely submissions of cash advances and request to the State. The Grant Office realizes that financially this might not be feasible for all sub-recipients. If that is the case, we ask a single submission on a monthly basis for all expenditures that occurred during that month.

Deadline to Submit for Reimbursement

Sub-Recipients are encouraged to seek reimbursement throughout the grant cycle, as funds are expended. Final Reimbursement Packets (for all other projects outside of Training) are to be turned in NO LATER THAN **March 31, 2014**.

Final training reimbursement packets must be submitted no later than **November 29, 2013** in order for unspent training funds to be reallocated.

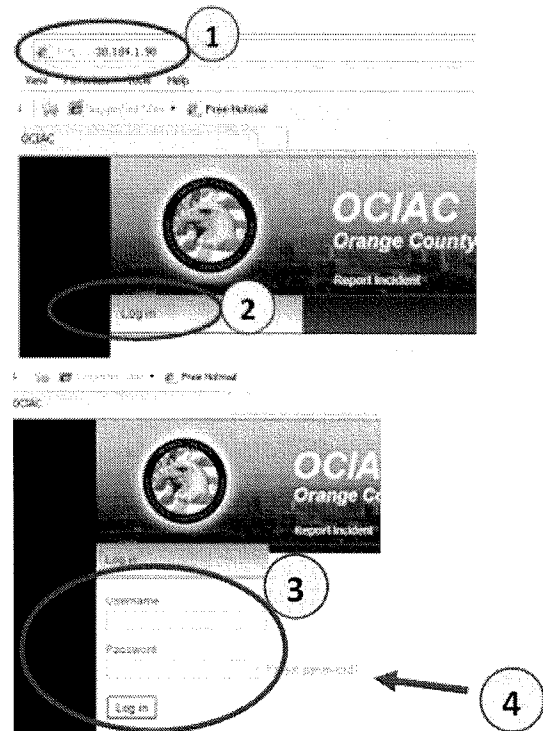
NEW WEBSITE INSTRUCTIONS

In order to help file share with sub-recipients, and keep better track of reimbursement packets, quarterly reports, and grant modifications, the Anaheim/Santa Ana Grant Office will have a portion of the new OCIAC website dedicated to the FY11 UASI Grant Program and its designated projects. Project managers and sub-recipient representatives will be able to login to the website and upload files (reimbursement packets, etc.), review the project application, modifications, submitted quarterly reports, monitoring documentation, etc. In addition, sub-recipients can review submitted reimbursement packets, if they have been reviewed, as well as when they have been paid. The website will help to create electronic files for each project, that both the Anaheim/Santa Ana Grant Office and Sub-Recipients can view.

Logging into the System

1. Go to <https://38.184.1.98>
2. Click on the "Log In" link and this will open a new window.
3. Enter your user name and password then click the "Log In" button.
4. If you forget your password, click the "Forgot password" link and a temporary password will be e-mailed to you.

Note: As a new user you will be issued a user name and a temporary password which you will need to change upon logging into the system for the first time.

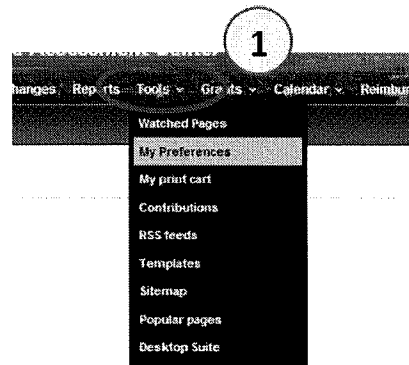


Changing Your Password

1. Click "Tools" and select "My Preferences"
2. This will open a new window. Under the heading of "My Password" enter your old password and then enter a new password. Retype the new password and click the "Apply Preferences" button.

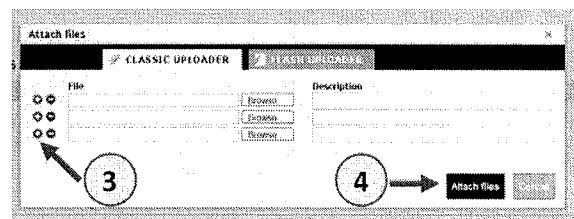
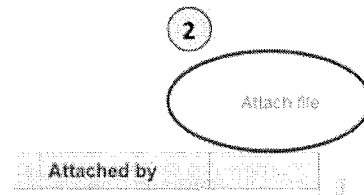
Note: When picking a new password there are several things to keep in mind;

- The password should be at least 8 characters long.
- The password should not be a word that can be found in a dictionary.
- Avoid easy to guess passwords like; Password, 12345678, 1111111, etc.
- Your password should contain at least one upper case letter, one number, and one special character. (e.g. H@rd2Gu3\$s)



Attaching a File to a Page

1. Navigate to the "Project Files" page of your project.
2. Towards the bottom of the page you will see a link titled "Attach File." Click the link to open the file attachment window.
3. Click the "Browse" button and navigate to the file you wish to attach to the page. If you wish to attach more than 3 files, click the green dot and another line should appear.
4. Once you have all of the files selected, click on the "Attach Files" button to complete the process.



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5. The files should now appear on the page.

Files 3

File	Size	Date	Attached by
FY2011 HSGP Grant Guidance II.pdf No description	339 KB	06 Dec 3 Dec 2011	System
FY2011 HSGP Grant Guidance.pdf No description	904 KB	06 Dec 3 Dec 2011	System
GMM 2011-11 FY11 Program guidance (2).pdf No description	867 KB	06 Dec 3 Dec 2011	System

6. To enter a detailed description of the file click on the pencil. When you are finished entering the description press “enter” on your keyboard and the dialogue box will close. The text will automatically wrap with in the box as you type.

Files 3

File	Size
FY2011 HSGP Grant Guidance II.pdf Type your detailed description in this box.	33
FY2011 HSGP Grant Guidance.pdf No description	90
GMM 2011-11 FY11 Program guidance (2).pdf No description	36

Part 5 – Financial and Equipment Monitoring Requirements

Monitoring Program Overview

In an effort to ensure the Anaheim/Santa Ana UASI is compliant with all federal, state and local laws and requirements and to make certain all activities carried out under the Anaheim / Santa Ana UASI grant program are both reasonable and allowable, every sub-recipient who receives funding will be monitored by staff from the Anaheim / Santa Ana UASI grant offices. It is through a comprehensive application process and monitoring that the Anaheim/Santa Ana UASI hopes to achieve its goal of performing effective grants management.

Procurements

For purposes of this guide, “*Equipment*” is defined as follows: “An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purpose, or \$5,000.” [OMB Circular A-87-B 8(a)2]

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

Equipment

Refer to the DHS FY11 Homeland Security Grant Program – Program Guidance and Application Kit and the Authorized Equipment List (AEL) for allowable equipment expenses. The 21 allowable equipment categories for the FY11 HSGP are listed on the web-based AEL on the Responder Knowledge Base (RKB), which is sponsored by Grants & Training and the National Memorial Institute for the Prevention of Terrorism (MIPT) at <https://www.rkb.mipt.org/>

Unless otherwise stated in program guidance, equipment must meet all mandatory regulatory and / or DHS-adopted standards to be eligible for purchase using UASI funds. Sub-recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the purchased equipment. A list of mandatory standards for each equipment item can be found at the following website: <https://www.rkb.mipt.org/>

Site Visits

As noted above, the purpose of the monitoring visit whether formal or informal, is to oversee and ensure that sub-recipients are expending and using funds on projects that have been pre-approved. Furthermore, once the projects are completed, that the resulting equipment is being used in a manner consistent with the original intent and request.

To that end, and in compliance with federal, state, and local grant guidelines, strategies, and policies, a representative from the Anaheim / Santa Ana grant offices will be required to physically inspect and inventory all UASI funded equipment. Although the Cal-EMA requires that this process take place at least once every two years, the Anaheim / Santa Ana UASI grant offices will conduct a monitoring visit of **all** Operational Area UASI funded equipment a minimum of once per year. These visits can continue up to three years after the close of the given grant year’s performance period. Any questions regarding equipment and logistical monitoring, contact the Santa Ana or Anaheim Equipment contact.

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During a visit, verification will be made that the following conditions do, or do not exist:

- There is a regional (operational area) application to the equipment.
- There is an established and documented Point of Contact/Custodian (POC) who is responsible for the providing all requested documentation to the monitor, as well as upkeep and care for the equipment.
- There is an established and documented process for inventorying equipment and tracking its use, maintenance, and training/exercising.
- Current and accurate equipment records are kept including: description, serial number, source of equipment, title holder, acquisition date, cost of equipment, percentage of federal participation in the cost, location kept, use of and condition of equipment, date of disposal (if applicable), and sale price (if applicable).
- Quality Control guidelines exist to ensure adequate safeguards to prevent loss, damage, or theft of equipment. Any of the aforementioned circumstances shall be investigated by the Anaheim/ Santa Ana UASI grant office, and findings reported to the California Office of Homeland Security.
- If there is a case of loss, damage, disposal, or theft of equipment, the custodial agency must notify the Anaheim/Santa Ana UASI grant office in writing as soon as practical, no later than 30 day calendar days. If lost, stolen, or damaged beyond repair, the equipment shall be replaced with that of like kind and capability, at the custodial agency's own expense.
- Equipment is being adequately maintained and exercised to ensure functionality and readiness. Furthermore, that there are personnel from the custodial agency who are properly trained in the use of the equipment.
- Complete financial records are on hand, to include a full procurement/purchasing packet (quotes, bids, etc.), purchase orders and/or contracts, invoices, payments, packing slips, and any other documentation the sub-recipient deems necessary to show grant funds have been used according to the grant, administrative, and financial guidelines mentioned in Chapter 1 of this guide. Refer any financial recordkeeping questions to the Santa Ana or Anaheim Grant Fiscal Coordinator.

All findings concluded during a monitoring visit will be documented and typically classified as "verified" or "negative finding" (meaning that one or all of the aforementioned conditions either do not exist, or are not adequately enforced by the custodial agency).

Negative findings during a monitoring visit will result in Corrective Action Notification Letter. The letter will detail each finding and the required action necessary to correct each deficiency. There will be a given time frame in which to take the corrective action. If not corrected, further action including penalties may be assessed upon the custodial agency. Penalties are not limited to, but may include: re-possession of the funded equipment by the Anaheim/Santa Ana UASI Grant Offices, future denial of project requests, etc.

Maintenance & Disposal

The custodial agency will be responsible for all maintenance or repair related to UASI funded equipment, outside those covered by a manufacturer's warranty. When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the intended use, or original project or program, disposition will be made as follows:

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- Equipment with a current per-unit fair market value less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- Equipment with a current per-unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency (Cal-EMA) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- If not sold or retained, the equipment shall be returned to the Sub-Grantee (Anaheim/Santa Ana UASI grant office).

Part 6 – Conclusion

It is critical that sub-recipients become familiar with the guidelines as set forth in this document, as well as the others referred to in this guide. With the overlap of grant cycles and nuances found within in each, the grant administrators and coordinators will rely on sub-recipients to provide timely, accurate information and documentation for a successful implementation of the UASI Grant Program.

FY11 UASI Grant Timeline

Anaheim/Santa Ana UASI Grant Award	November 18, 2011
Anaheim/Santa Ana UASI Sub-Recipient Performance Period Begins	December 14, 2011
Urban Area Working Group (UAWG) Rollout Meeting	December 14, 2011
Sub-Recipient Agreement & Eligibility Packet Due	March 30, 2012
Quarterly Project Status Report #1 Due	July 10, 2012
Quarterly Project Status Report #2 Due	October 10, 2012
Quarterly Project Status Report #3 Due	January 10, 2013
Quarterly Project Status Report #4 Due	April 10, 2013
Quarterly Project Status Report #5 Due	July 10, 2013
Quarterly Project Status Report #6 Due	October 10, 2013
Deadline to Submit Completed <u>Training</u> Reimbursement Packets	November 29, 2013
Quarterly Project Status Report #7 Due	January 10, 2014
Final Reimbursement Packets Due/Performance Period Ends	March 31, 2014
Anaheim/Santa Ana UASI Grant Performance Period Ends	April 30, 2014

ATTACHMENT C

Trailer to be Transferred

The equipment to be transferred is a 2,000 gallon potable water trailer with electric brakes, a Honda GX160 engine [4.8 hp] coupled to a BANJO PB205 poly pump, a ten spigot manifold and lighting for nighttime operations. The trailer to be transferred will be accompanied by a Certificate of Title and a Permanent Trailer Identification (PTI) Card. The following chart provides a listing of the trailers being transferred and the associated agency receiving each.

SERIAL NUMBER	CERTIFICATE OF TITLE NUMBER	PTI NUMBER

ATTACHMENT D

FEMA REQUIRED PROVISIONS

a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by MWDOC, the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Agreement. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, RECIPIENT shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, RECIPIENT shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of RECIPIENT, upon request during usual working hours.

b. RECIPIENT shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

c. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All RECIPIENTS of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds RECIPIENT pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The RECIPIENT agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

d. Americans with Disabilities Act of 1990 - (ADA) RECIPIENT must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

e. Political Activity - 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, or otherwise in violation of the provisions of the "Hatch Act" (see 5 U.S.C. 1501-1508 and 7324-7326).

f. Civil Rights Compliance and Notification of Findings - RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal

or State administrative agency, or the RECIPIENT makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a RECIPIENT of funds, the RECIPIENT will forward a copy of the findings to MWDOC which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

g. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

h. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

i. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

j. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

k. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

l. RECIPIENT agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement.

m. RECIPIENT may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

- (1) the copyright in any work developed through this Agreement; and
- (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.