

**Subrecipient Agreement**

**Between the County of Los Angeles and**

**City of Los Angeles**

**(Disaster Management Area H)**

**Grant Year 2014**

**Emergency Management Performance Grant**

**SUBRECIPIENT AGREEMENT  
BETWEEN THE COUNTY OF LOS ANGELES  
AND  
THE CITY OF LOS ANGELES  
(DISASTER MANAGEMENT AREA H)**

THIS AGREEMENT (Agreement) is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Los Angeles (Disaster Management Area H), a municipal corporation (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 44 C.F.R. through the Grants Program Directorate (GPD) of the Federal Emergency Management Agency (FEMA), has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.042, directly to the California Governor's Office of Emergency Services (Cal OES) for the 2014 Emergency Management Performance Grant (EMPG) program; and

WHEREAS, Cal OES provides said funds to the Los Angeles County Chief Executive Officer (CEO), on behalf of the County of Los Angeles, as its Subgrantee, and CEO is responsible for managing the grant and overseeing the funds which are distributed, by CEO, to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to provide resources to sustain and enhance all-hazards emergency management capabilities of the Subrecipient, and to assist Subrecipient in building effective prevention and response capabilities for an effective and consistent response to any threatened or actual disaster or emergency, regardless of the cause; and

WHEREAS, the County as Subgrantee has obtained approval of an EMPG 2014 Grant from Cal OES for the Subrecipient in the amount of \$639,204; and

WHEREAS, the CEO now wishes to distribute EMPG funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO, on behalf of the County, is authorized to enter into subrecipient agreements with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the sub-recipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on January \_\_, 2015 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. The City of Los Angeles (Disaster Management Area H), a municipal corporation, having its principal office at 200 North Spring Street, Room 1533, Los Angeles, CA 90012.

§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 County of Los Angeles shall be, unless otherwise stated in this Agreement:

Jeffrey Reeb, Director  
Office of Emergency Management  
1275 N. Eastern Avenue  
Los Angeles, CA 90063  
Phone: (323) 980-2261  
Fax: (323) 881-6897  
jreeb@ceooem.lacounty.gov

With a copy to:  
Ashu Palta, Grants Manager  
Chief Executive Office, Los Angeles County (LAC)  
1275 North Eastern Avenue  
Los Angeles, CA 90063  
Telephone: (323) 980-2268  
Fax: (323) 980-881-6897  
apalta@ceooem.lacounty.gov

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The representative of the County of Los Angeles for programmatic and Operational issues shall be, unless otherwise stated in this Agreement:

Ashu Palta, Grants Manager  
Chief Executive Office, Los Angeles County (LAC)  
1275 North Eastern Avenue  
Los Angeles, CA 90063  
Telephone: (323) 980-2268  
Fax: (323) 980-881-6897  
apalta@ceooem.lacounty.gov

2. The representative of Subrecipient shall be:

Name and Title:	James G. Featherstone, General Manager
Organization	City of Los Angeles Emergency Management Department
Address:	200 North Spring Street, Room 1533
City/State/Zip:	Los Angeles, California 90012
Phone:	213-484-4821
Fax:	213-237-9938
Email	james.featherstone@lacity.org

With a copy to:

Name and Title:  
Organization  
Address:  
City/State/Zip:  
Phone:  
Fax:  
Email

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.

1. Notwithstanding the provisions of §102 B above, quarterly performance reports, quarterly reimbursement requests, supporting documentation and any communications related thereto may be submitted via E-mail by either party.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

County and Subrecipient agree that the performance period for the services being provided under this Agreement shall be from July 1, 2014 to June 30, 2015.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative, for the EMGP FY 2014 Grant, which has been approved by the California Governor's Office of Emergency Services, hereafter Cal OES. This information is contained in a copy of the final grant application to Cal OES, and the award letter from Cal OES, attached hereto as Exhibit E and made a part hereof.

Any request by Subrecipient to modify the program narrative must be made in writing with the appropriate justification and submitted to County for approval. If during the County's review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not respond, CEO will issue a letter indicating that the requested modification will be denied. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient shall utilize grant funds in accordance with all Federal regulations and State guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/epls/search> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Each DMA shall follow its own internal purchasing policies or the purchasing policies of the Area lead agency.
- E. This paragraph intentionally left blank.
- F. Subrecipient shall provide quarterly status reports to CEO indicating its progress on meeting the program goals shown in Exhibit E and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15<sup>th</sup> of the month following the end of the quarter.
- G. Subrecipient shall provide to the County of Los Angeles a copy of its Annual Single Audit Report, if applicable, as required by Office of Management and Budget circular A-133, to CEO no later than March 31<sup>st</sup> of the year following the reporting period.
- H. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- I. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements and with the Program Narrative as shown in the Final Grant Application and Award Letter

(Exhibit E). Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement. County will provide a minimum of ten working days advance notice of said on-site visit, if possible.

- J. Any equipment acquired pursuant to this Agreement shall be authorized in FY 2014 GPD Authorized Equipment List (AEL) available online at <http://www.llis.dhs.gov>. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the EMPG 2014 Grant can be found at OMB Circular A-102, Title 44 C.F.R. Part 66.36, and the Office of Justice Programs 2014 Financial Guide.

Any equipment acquired or obtained with grant funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
  2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
  3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- K. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 44, C.F.R. 66.32, 66.33 and Office of Justice Programs 2014 Financial Guide. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. An equipment ledger shall be maintained listing each item of equipment acquired with EMPG funds. The equipment ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated ledger is to be forwarded to the CEO. The equipment ledger 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 fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 44 C.F.R. Part 66.42.
  4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
  5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every year or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- L. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal OES FY 2014 Emergency Management Performance Grant Program, Guidance and Application Kit or subsequent grant year programs. EMPG funds may be used for a range of emergency management planning activities, including program evaluations.
- M. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal OES FY 2014 Emergency Management Performance Grant Program, Guidance and Application Kit. EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct and attendance of training.
- N. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal OES FY 2014 Emergency Management Performance Grant Program, Guidance and Application Kit. EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises.
- O. Any organization activities paid pursuant to this Agreement shall conform to the guidelines, if any, as listed in FY 2013 Emergency Management Performance Grants, Guidance and Application Kit.

### SECTION III

#### PAYMENT



§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient the grant amount of \$639,204 as eligible expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be for the purchase of personnel services, exercises, training, planning, equipment and operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in FY 2014.
- B. Subrecipient shall submit invoices to the County of Los Angeles Chief Executive Office requesting payment on a quarterly basis, following costs being incurred and paid, and the required supporting documentation is available. Said timeframe should be within fifteen (15) days of the end of each quarter and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form (attached hereto as Exhibit F). All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

The County of Los Angeles shall pay eligible reimbursement to Subrecipient within thirty (30) calendar days of receipt of EMPG funds for Subrecipient from State.

- C. County may, at its discretion, and with Cal OES approval, reallocate unexpended grant funds to another Subrecipient. Said reallocation may occur upon completion of an approved project, or by notification to County by Subrecipient that a portion of the grant funds identified in §301 A., above, will not be utilized. Notwithstanding the provisions of §503, below, any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement.
- D. Payment of the final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein. Reimbursement is dependent on State approval of the reimbursement claim and providing reimbursement funds to the County of Los Angeles for the Subrecipient.
- F.
  - 1. County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
  - 2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

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SECTION 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.

§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 County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the United States of America, the State of California and the County of Los Angeles.

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 remainder of the Agreement shall not be affected thereby.

Applicable Federal or State requirements that are more restrictive shall be followed.

§403. Integrated Agreement

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

§404. Breach

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.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County of Los Angeles:

- 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.

§406. Permits

Subrecipient and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

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

If required, Subrecipient shall submit an Equal Employment Opportunity Plan ("EEO Plan") 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 Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision shall apply and shall be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to 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 Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

#### §409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of the subcontractor 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 Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, or 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 Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient shall disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- 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 County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and shall substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

Agreement. Subrecipient shall comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.); OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement.

6. Records Maintenance

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

7. Subcontracts and Procurement

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

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor

agreements. The Subrecipient 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

Subrecipient shall, as applicable, 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).

Subrecipient 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).

Subrecipient shall, as applicable, 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

Subrecipient shall, as applicable, 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

Subrecipient shall, as applicable, 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.

Subrecipient shall comply, as applicable, 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).

Subrecipient shall, as applicable, 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.

Subrecipient shall, as applicable, 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.

Subrecipient shall, as applicable, 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.

Subrecipient shall, as applicable, ensure that the facilities under its ownership, lease or supervision which will 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.

Subrecipient shall, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

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

Subrecipient shall comply, as 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

Subrecipient shall, as applicable, 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

Subrecipient shall, as applicable, comply with Title 44 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, attached here to as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part 83; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify accordingly.

14. Lobbying Activities

Subrecipient shall, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient shall, as applicable, 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

Subrecipient shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient shall, as applicable, 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 CFR Part 66; EO 12372; (Financial Management Guide US Department of Homeland Security Directorates Preparedness January 2006, *Financial Guide*; US Department of Justice, Office of Justice Programs, 2014 Financial Guide U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, 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 Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including 28 CFR Part 18, Administrative Review Procedures; 28 CFR Part 20, Criminal Justice Information Systems; 28 CFR Part 22, Confidentiality of Identifiable Research and Statistical Information; 28 CFR Part 23, Criminal Intelligence Systems Operating Policies; 28 CFR Part 30, Intergovernmental Review of Department of Justice Programs and Activities; 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; 28 CFR Part 38, Equal Treatment of Faith-based Organizations; 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures; 28 CFR Part 61, Procedures for Implementing the National Environmental Policy Act; 28 CFR Part 63, Floodplain Management and Wetland Protection Procedures; 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR 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 28 CFR Part 83, Government-Wide Requirements for a Drug Free Workplace (grants); ); 44 CFR Part 7 Nondiscrimination in Federally-Assisted Programs; 44 CFR Part 9 Floodplain Management and Protection of Wetlands; 44 CFR Part 13 Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments 44 CFR Part 16 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency; 44 CFR Part 18 New Restrictions on Lobbying; 44 CFR Part 7 ;Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance; 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

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

Subrecipient's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Subrecipient's policies and procedures. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established by the County of Los Angeles.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2013 Program Guidance and Application Kit (Program Guidance) and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Program Guidance, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the Grantor for any funds the State or Federal government determines that Subrecipient used in violation of these Grant

Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances or Program Guidance.

§412. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and shall be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. 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 Subrecipient shall report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles shall report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State shall determine whether to seek protection on the Invention. The State 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, Title 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, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient 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

County of Los Angeles 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 applicable Federal or State laws or requirements or by the terms of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles 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 State 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.

Nothing contained in this Agreement shall apply to intellectual property developed outside of the scope of this Agreement or outside of the employment of any individual that may be covered by this Agreement.

3. Subrecipient shall comply with Title 24 CFR 85.34.

#### D. Rights to Data

The State and the County of Los Angeles 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 Title 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 State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

#### E. Obligations Binding on Subcontractors

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

#### §414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient shall comply with California Family Code Section 5230 et seq., as applicable.

#### §415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all the Subrecipient's contractors and sub-contractors.

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination for Convenience

A. Notice of Termination

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, which are agreed to by the Subrecipient and County of Los Angeles must be incorporated into this Agreement by a written amendment properly executed and signed by persons duly authorized to bind the parties thereto. Any increase or decrease in the grant amount specified in §301 A., above, determined by the County of Los Angeles shall not require a written amendment to this Agreement.

SECTION 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 may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (23) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

/  
/  
/  
/  
/

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
SACHI A. HAMAI  
Interim Chief Executive Officer

\_\_\_\_\_  
Date

By \_\_\_\_\_  
PATRICK OGAWA  
Acting Executive Officer, Board of Supervisors

By \_\_\_\_\_  
JOHN NAIMO  
Auditor-Controller

APPROVED AS TO FORM

MARK J. SALADINO  
County Counsel

BY \_\_\_\_\_  
Senior Deputy County Counsel

City of Los Angeles EMD

BY \_\_\_\_\_  
City Representative/Title  
James G. Featherstone  
GM, Emergency Management Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM

MIKE FEUER  
City Attorney

BY \_\_\_\_\_  
City Attorney (If Required)

\_\_\_\_\_  
Date

ATTEST

HOLLY L. WOLCOTT  
City Clerk

BY \_\_\_\_\_  
City Clerk (If Required)

\_\_\_\_\_  
Date



**ATTACHMENT A  
CITIES COMPRISING DISASTER MANAGEMENT AREA H**

**City of Los Angeles**

## EXHIBITS

- Exhibit A Certification and Disclosures Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Grant Assurances
- Exhibit E Final Grant Application and Award Letter
- Exhibit F Reimbursement Request Checklist and Form

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# **EXHIBIT A**

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-between;"> <span>Prime</span> <span>Subawardee</span> </div> Tier, <i>if known</i> : _____  Congressional District, <i>if known</i> : _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, <i>if known</i> : _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. a. Name and Address of Lobbying Entity</b> <small>(if individual, last name, first name, MI):          (attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>	<b>b. Individuals Performing Services</b> <small>(last name, first name, MI - include address if different from 10a)</small>	
<b>11. Amount of Payment (check all that apply) :</b> <div style="display: flex; justify-content: space-around;"> <span>_____ Actual</span> <span>_____ Planned</span> </div>	<b>13. Type of Payment (check all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind; specify:  nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> Yes                      No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b> <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		Signature: _____ Name: _____ Title: _____ Telephone: _____ <small>(area code)</small> Date: _____
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form – LLL</b>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONCONTINUATION SHEET**

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction  
Standard Form – LLL-A

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# **EXHIBIT B**

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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant 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 lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant 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 the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant 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 lower tier participant 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 Nonprocurement List.
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.

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# EXHIBIT C

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## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The grantee certifies that it will 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 a drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Typed Name and Title of Certification Official

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Signature

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Date

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# **EXHIBIT D**

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# **FY14 Emergency Management Performance Grant Agreement Articles, Assurances, Certifications, Terms, and Conditions**

## **FEDERAL AGREEMENT ARTICLES**

### **Article I - Administrative Requirements**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources:

- 1) Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 2) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The four costs principles that apply to DHS award recipients through a grant or cooperative agreement originate from the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; origination of audit requirements for State, Local and Tribal recipients of DHS awards.

### **Article II - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

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### **Article III - Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. §1352.

### **Article IV - Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance must comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article V - Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

### **Article VI - Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article VII - Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements, and must ensure, that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article VIII - Fly America Act of 1974**

All recipients of financial assistance must comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

### **Article IX - GPD - Drug-Free Workplace Regulations**

All recipients of financial assistance must comply with the requirements of the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

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### **Article X - GPD - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

### **Article XI – Title VI of the Civil Rights Act of 1964**

All recipients of financial assistance must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Article XII - Civil Right Act of 1968**

All recipients of financial assistance must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR §100.201).

### **Article XIII - Americans with Disabilities Act of 1990**

All recipients of financial assistance must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12101-12213).

### **Article XIV - Age Discrimination Act of 1975**

All recipients of financial assistance must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article XV - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients of financial assistance must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

### **Article XVI - Rehabilitation Act of 1973**

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All recipients of financial assistance must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Civil Right Act of 1964 (Title VI), prohibition against discrimination on the basis of national origin, which requires that recipients of Federal financial assistance must take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XVIII - Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

**Article XIX - Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. §7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters.

**Article XX - Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

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### **Article XXI - National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

### **Article XXII - National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

### **Article XXIII - Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

### **Article XXIV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. §4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

### **Article XXV - USA Patriot Act of 2001**

All recipients of financial assistance must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

### **Article XXVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients of financial assistance who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Useful resources are the DHS Privacy Impact

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Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf), and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

### **Article XXVII – Duplication of Benefits**

State, Local, and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

### **Article XXVIII – False Claims Act and Program Fraud Civil Remedies**

All recipients of financial assistance must comply with the requirements of 31 U.S.C §3729 which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C §3801-3812 which details the administrative remedies for false claims and statements made.

### **Article XXIX – Federal Debt Status**

All recipients of financial assistance are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

### **Article XXX – Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article XXXI – Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article XXXII – Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

### **Article XXXIII – Environmental Planning and Historic Preservation (EHP) Compliance**

All recipients of financial assistance proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. The EHP review process must be completed before funds are released to carry out the proposed project.

EHP Policy Guidance can be found in FP 108-023-01, Environmental Planning and Historic Preservation Policy Guidance, at <http://www.fema.gov/media-library/assets/document/85376>.

### **Article XXXIV – SAFECOM**

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All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. All recipients investing in broadband-related investments should review Information Bulletin (IB) 386: Clarification on Use of DHS/FEMA Public Safety Grant Funds for Broadband-Related Expenditures and Investments before developing applications.

The SAFECOM Guidance on Emergency Communication Grants can be found at: [FY 2014 SAFECOM Guidance on Emergency Communications Grants](#).

## **ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements. See Article I above. The applicant also specifically assures and certifies that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance or award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. See Article II above.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of Office of Personnel Management's (OPM) Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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. 92-2S5), 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 Right Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination 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; and, (j) the

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requirements of any other nondiscrimination statute(s) which may apply to the application. See Articles XI, XII, XIII, XIV, XV, XVI, and XVII.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and/or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§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.
9. Will 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), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with 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; and the National Flood Insurance Act of 1968. See Articles XXII and XXIII.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under National Environmental Protection Act (NEPA) 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 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 Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). See Articles XIX, XXI, and XXIV.
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements. See Article XXXIII

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

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15. Will comply 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. See Article XVIII.
16. Will 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996 or OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Governor's Office of Emergency Services (Cal OES) Fiscal Year 2014 Emergency Management Performance Grants (EMPG) Program - California Supplement to the Federal Program Funding Opportunity Announcement; or, The State Guidance.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award. See Article X.
20. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
21. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
22. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
23. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
24. Will comply with Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD Information Bulletin NO. 350. If the subgrantee in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, and \$25M or more in annual gross revenues from Federal Awards, and the public does have access to information about the compensation of the senior executives of the entity, then the subgrantee is not subject to the FFATA Financial Disclosure requirements.

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25. Will comply with the following: (a) All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing Cal OES access to records, accounts, documents, information, facilities, and staff; (b) Recipients must cooperate with any site visit, compliance/monitoring review or complaint investigation conducted by Cal OES; (c) Recipients must give Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Cal OES regulations and other applicable laws or program guidance; (d) Recipients must submit timely, complete, and accurate reports to the appropriate Cal OES officials and maintain appropriate backup documentation to support the reports; and (e) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in the program guidance.
26. Will comply with the EMPG-Funded Personnel Training and Exercise Requirement. All recipients of financial assistance must acknowledge and agree—and require any subrecipients, to acknowledge and agree—to comply with the EMPG-funded personnel training and exercise requirement, as detailed in both the Federal and State program guidance. Failure to comply with this requirement, by individuals whose salary is funded in part or whole with EMPG, may result in the incurred salary costs associated with the non-compliant EMPG-funded personnel from being eligible for reimbursement and/or result in the recipient's repayment of already disbursed grant funding associated with the non-compliant EMPG-funded personnel's salary-related costs.

## **CERTIFICATIONS**

### **1. 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. See Article III.
- (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 of Lobbying Activities," 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. 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.

### **Statement for Loan Guarantees and Loan Insurance**

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

Initials \_\_\_\_\_

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Orders 12549 and 12589, Debarment and Suspension, and implemented at 44 CFR, Part 17 (See Article XXXII):

A. The applicant certifies that it and its principals:

- (1) 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;
- (2) 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;
- (3) 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 (A)(2) of this certification; and
- (4) 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.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 CFR, Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*. See Article IX.

A. The grantee 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—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;

Initials \_\_\_\_\_



- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### 4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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5. DOMESTIC PARTNERS: For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **TERMS AND CONDITIONS**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

*Current State Employees (Public Contract Code §10410):*

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (Public Contract Code §10411):*

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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4. **APPLICANT NAME CHANGE:** An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the applicant shall not be:
  - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER REQUIREMENTS:**
  - A. **Requirement for System for Award Management (SAM)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
  - B. **Requirement for Data Universal Numbering System (DUNS) Numbers**

If recipients are authorized to make subawards under this award, they:

    1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
    2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
  - C. **Definitions**

For purposes of this award term:

    1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
    2. 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>).
    3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR §25.320, subpart C:
      - a. A Governmental organization, which is a State, Local government, or Indian Tribe;
      - b. A foreign public entity;
      - c. A domestic or foreign nonprofit organization;
      - d. A domestic or foreign for-profit organization; and
      - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
    4. Subaward, as defined in 2 CFR §170.325:
      - a. This term 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.

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- b. The term 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 Government, and Non-Profit Organizations”).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient, as defined in 2 CFR §25.360, means an entity that:
- a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

8. **FINANCIAL GUIDELINES:** The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

- 1. 44 CFR 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- 3. 44 CFR part 10, Environmental Considerations

B. Cost Principles

- 1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

- 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

9. **PROHIBITION ON USING FEDERAL FUNDS:** The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

10. **COMPLIANCE WITH PROGRAM GUIDANCE:** The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Program guidance and application kit.

11. **CLASSIFIED SECURITY CONDITION:**

- A. 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.
- B. 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.
- C. Where an award recipient 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.
- D. 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,

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2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPO); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>

- E. 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

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

## 12. REPORTING SUBAWARD AND EXECUTIVE COMPENSATION:

### A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you 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, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
  - a. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsr.gov>.
  - b. 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, 2012, the obligation must be reported by no later than December 31, 2012.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

### B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
  - a. The total Federal funding authorized to date under this award is \$25,000 or more;
  - b. In the preceding fiscal year, you received-
    - i. 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
    - ii. \$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
  - c. 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/execomp.htm>.)

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2. Where and when to report. You must report executive total compensation described in paragraph B.1. of this award term:
  - a. As part of your registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, 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-
  - a. in the subrecipient's preceding fiscal year, the subrecipient received-
    - i. 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
    - ii. \$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
  - b. 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/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of the award term:
  - a. To the recipient.
  - b. 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.

D. Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subaward, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of the award terms:

1. Entity means all of the following, as defined in CFR §25.320:
  - a. A Governmental organization, which is a State, Local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity
2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
3. Subaward, as defined in 2 CFR § 170.325:

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- a. This term 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.
  - b. The term 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").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR §25.360 means an entity that:
- a. Receives a subaward from you (the recipient) under this award;
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR §170.330 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)):
- a. Salary or bonus.
  - b. 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.
  - c. 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.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. 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.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>Jurisdiction (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	

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# **EXHIBIT E**

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September 16, 2014

Ronald E. Wade  
OEM Assistant Director, Chief Program Specialist  
Los Angeles County  
1275 North Eastern Avenue  
Los Angeles, CA 90063

**SUBJECT: NOTIFICATION OF APPLICATION APPROVAL**  
FY 14 Emergency Management Performance Grant  
Grant #2014-0070, Cal OES #037-00000

Dear Mr. Wade:

The California Governor's Office of Emergency Services (Cal OES) has approved your grant application in the amount of \$2,231,132. A copy of your approved application is enclosed for your records.

All payment requests must be submitted on the Financial Management Forms Workbook, In addition, expenditures can only be made for items listed on your approved grant application.

Any activities requiring an Environmental and Historic Preservation (EHP) review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This grant is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Quarterly reports must be prepared and submitted to Cal OES for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit quarterly reports could result in grant reduction, suspension or termination.

If you have any questions regarding this letter, please contact the Grants Processing Unit at (916) 636-3773.

Grants Processing Unit

Enclosure

c: EMPG Coordinator  
Southern Region

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
 GRANT AWARD FACE SHEET (Cal OES 2-101)**

The California Governor's Office of Emergency Services, hereafter designated Cal OES, hereby makes a Grant Award of funds to the following:

1. **Grant Recipient:** County of Los Angeles 1a. DUNS# 052238763  
 In the amount and for the purpose and duration set forth in this Grant Award.
2. **Implementing Agency:** CEO Office of Emergency Management 2a. DUNS# 829308332
3. **Implementing Agency Address:** 1275 N. Eastern Ave. Los Angeles 90063-3217  
 Street City Zip+4
4. **Location of Project:** Los Angeles Los Angeles 90063-3217  
 City County Zip+4
5. **Disaster/Program Title:** Emergency Management Performance Grant 6. **Performance Period:** 07/01/14 to 06/30/15

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2014	7. EMPG		\$2,231,132		\$2,231,132		\$2,231,132	\$4,462,264
Select	8. Select						\$0	\$0
Select	9. Select						\$0	\$0
Select	10. Select						\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$0	\$2,231,132	\$2,231,132	\$2,231,132	\$0	\$2,231,132	12G. Total Project Cost: \$4,462,264

13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient accepts this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

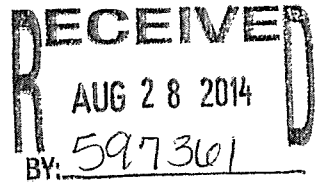
14. **Official Authorized to Sign for Applicant/Grant Recipient:** Name: Ronald E. Wade  
 Telephone: 323-980-2270 (area code) FAX: 323-881-6897 (area code)  
 Payment Mailing Address: 1275 N. Eastern Ave.  
 Signature: Ronald E. Wade
15. **Federal Employer ID Number:** 95-6000927  
 Title: OEM Assistant Director; Chief Program Specialist  
 Email: rwade@cecoem.lacounty.gov  
 City: Los Angeles Zip+ 4: 90063-3217  
 Date: August 11, 2014

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Sam Stillwell 9/11/14 [Signature] 9/11/14  
 Cal OES Fiscal Officer Date Cal OES Director (or designee) Date

Yr: 2014-15 / Chapter: 25 / PCA No: 14854  
 Item: 0690-101-0890 Fed Cat. #: 97.042  
 Program: 40  
 Title: Emergency Management Performance Grant  
 Fund: Federal Trust  
 Match Req.: 50% on TPC  
 Project No.: 14 EMPG Amount: \$ 2,231,132



14LA0048-00

# Project Summary Report

09/09/14

## FY 14 Emergency Management Performance Grant

Grant #2014-70    OES ID #037-00000    Subgrantee: Los Angeles County

Performance Period:  
07/01/2014 - 06/30/2015

**Project A**

**Project Title/Description**

Area E Operating Expenses

Strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community-based organizations by conducting or participate in regional meeting, workshops and other networking opportunities to discuss emergency management related topics/best practices.

<u>Solution Area</u>	<u>Funding Source</u>	<u>Obligation</u>	<u>Payment</u>	<u>Balance</u>
Organization	EMPG	1,990,972		1,990,972

**Project B**

**Project Title/Description**

LA County OEM Emergency management Conferences and Workshops

Strengthen regional preparedness and collaboration to prevent, mitigate, respond to, and recover from all-hazard emergencies. This effort will consist of an Operational Area wide effort to build capacity by attending emergency management related conferences and workshops, developing procuring and disseminating community outreach materials, like the Emergency Survival Guide, Red Books to Recovery, and other material Emergency Survival Program guide material, and using the knowledge gained in the development or updating of emergency plans, annexes, and supporting documents for the government, private industry, and non-governmental organizations in the Operational Area.

<u>Solution Area</u>	<u>Funding Source</u>	<u>Obligation</u>	<u>Payment</u>	<u>Balance</u>
Planning	EMPG	114,978		114,978

**Project C**

**Project Title/Description**

LA County OEM Professional Development Training

Guidance and support for enhancing primary and alternate Emergency Operations Centers (EOCs) to increase regional readiness through the procurement of EOC supplies and equipment (like chairs, tables, cabinets mobile power units etc.) and expand training and exercises across all mission areas, while enhancing professional training for emergency management disciplines.

<u>Solution Area</u>	<u>Funding Source</u>	<u>Obligation</u>	<u>Payment</u>	<u>Balance</u>
General	EMPG	37,500		37,500
Training	EMPG	40,000		40,000

**Project D**

**Project Title/Description**

Area C ICIS Radio Communication P25 complaint software Upgrade for AEL 06CP-01-Port

Strengthen the interoperability, flow and security of real-time data, voice, and video across agencies, disciplines, and jurisdictions through the procurement of computers, monitors and EOC software and upgrading radios to be P25 complaint in order to manage and coordinate response to catastrophic events of national significance, utilizing an all hazards approach.

<u>Solution Area</u>	<u>Funding Source</u>	<u>Obligation</u>	<u>Payment</u>	<u>Balance</u>
General	EMPG	44,482		44,482
Maintenance and Sustainment	EMPG	1,200		1,200

# Project Summary Report

09/09/14

## FY 14 Emergency Management Performance Grant

Grant #2014-70 OES ID #037-00000 Subgrantee: Los Angeles County

Performance Period:  
07/01/2014 - 06/30/2015

### Project E

Project Title/Description

Area D CERT Equipment

Encourage citizen preparedness while integrating the needs of vulnerable populations. Provide education regarding the hazards facing Californians, the role of the emergency-management community and what to expect when a disaster occurs. Provide training, tools and resources (like easy-up tents) to help prepare citizens for disasters.

<u>Solution Area</u>	<u>Funding Source</u>	<u>Obligation</u>	<u>Payment</u>	<u>Balance</u>
General	EMPG	2,000		2,000

---

Total for Los Angeles County:

2,231,132

2,231,132

AUTHORIZED AGENT

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CFDA #:

97.042

County of Los Angeles

2014-0070  
037-00000

Supporting Information for Reimbursement/Advance of State and Federal Funds

**Initial Application**

This request is for an/a: \_\_\_\_\_

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

[Redacted Box]

(Beginning Expenditure Period Date)

through

[Redacted Box]

(Ending Expenditure Period Date)

[Redacted Box]

(REIMB or MOD Request #)

[Redacted Box]

(Amount This Request)

**Under Penalty of Perjury I certify that:**

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

**Statement of Certification - Authorized Agent**

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Ronald E. Wade, Chief Program Specialist, CEO

Printed Name and Title

*Ronald E. Wade*

Signature of Authorized Agent

August 11, 2014

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

AUTHORIZED AGENT AND CONTACT INFORMATION

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CFDA #: 97.042

County of Los Angeles

2014-0070  
 037-00000

Additional Authorized Agent Contact Information

Authorized Agent's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Jeffrey L. Reeb	Director, OEM; Sr. Manager, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063-3217	323-980-2261	<a href="mailto:jreeb@ceooem.lacounty.gov">jreeb@ceooem.lacounty.gov</a>
Leslie Luke	Deputy Director, OEM; Manager, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063-3217	323-980-2269	<a href="mailto:lluke@ceooem.lacounty.gov">lluke@ceooem.lacounty.gov</a>
Ronald E. Wade	Assistant Director, OEM; Chief Program Specialist, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063-3217	323-980-2270	<a href="mailto:rwade@ceooem.lacounty.gov">rwade@ceooem.lacounty.gov</a>
Steve Leiberman	Assistant Director, OEM; Administrative Manager III, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063-3217	323-980-2255	<a href="mailto:sleiberman@ceooem.lacounty.gov">sleiberman@ceooem.lacounty.gov</a>
Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Ashu Palta	Sr. Emergency Program Manager, OEM; Program Specialist IV, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063-3217	323-980-2268	<a href="mailto:apalta@ceooem.lacounty.gov">apalta@ceooem.lacounty.gov</a>

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

FFATA Financial Disclosure

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CFDA#: 97.042

County of Los Angeles

2014-0070  
037-00000

- Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD information Bulletin No. 350.
- If the subgrantee in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, **and** \$25M or more in annual gross revenues from Federal awards, **and** the public does have access to information about the compensation of the senior executives of the entity, then the subgrantee is **not subject to the FFATA Financial Disclosure requirements**.
- FFATA Financial Disclosure is **in addition** to the Authorized Body of Five page.
- Cal OES enters FFATA information on behalf of the subgrantee.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

Not Subject to FFATA Financial Disclosure

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROJECT DESCRIPTIONS

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CFDA #

97.042

County of Los Angeles

2014-0070  
037-00000

Project	NPG Mission Area	NPG Core Capabilities	Cal OES Goals	Project Description	Need	Project Milestone & Justifications
Project A	Protection	Operational Coordination	Goal 1: Anticipate and enhance prevention and detection capabilities to protect our state from all hazards and threats	Strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community-based organizations by conducting or participate in regional meeting, workshops and other networking opportunities to discuss emergency management related topics/best practices.	This investment continues to strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community organizations to ensure that appropriate communication pathways are maintained to identify and counter all natural and man-made emergencies by effectively funding emergency management S&EBs, operating expenses and emergency management supplies.	At the 6 month mark, this project will be 25% complete and \$504,043 funds will be expended. At the 12 month mark, this project will be 100% complete and \$2,016,173 funds will be expended.



Project	NPG Mission Area	NPG Core Capabilities	Cal OES Goals	Project Description	Need	Project Milestone & Justifications
Project B	Prevention	Planning	Goal 2: Strengthen California's ability to plan, prepare for, and provide resources to mitigate the impacts of disasters, emergencies, crimes, and terrorist events	Strengthen regional preparedness and collaboration to prevent, mitigate, respond to, and recover from all-hazard emergencies. This effort will consist of an Operational Area wide effort to build capacity by attending emergency management related conferences and workshops, developing procuring and disseminating community outreach materials, like the Emergency Survival Guide, Red Books to Recovery, and other material Emergency Survival Program guide material, and using the knowledge gained in the development or updating of emergency plans, annexes, and supporting documents for the government, private industry, and non-governmental organizations in the Operational Area.	This investment provides a broad set of regionally coordinated planning capabilities that mitigate risk by enhancing the awareness and preparedness of the Regions emergency management community. Through the knowledge gained by attending and participating in various emergency management conferences and workshops, coordinated planning efforts will be developed, gaps in plans, annexes and supporting documents will be addressed and communication protocols will be sustained and or enhanced.	At the 6 month mark, this project will be 25% complete and \$22,444 funds will be expended. At the 12 month mark, this project will be 100% complete and \$89,777 funds will be expended.
Project C	Prevention	Operational Coordination	Goal 5: Develop a united and innovative workforce that is trained, experienced, knowledgeable, and ready to adapt and respond	Guidance and support for enhancing primary and alternate Emergency Operations Centers (EOCs) to increase regional readiness through the procurement of EOC supplies and equipment (like chairs, tables, cabinets mobile power units etc.) and expand training and exercises across all mission areas, while enhancing professional training for emergency management disciplines.	This investment increases regional readiness by enhancing professional training for emergency management disciplines as well as enhancing the capabilities of primary and alternate EOCs and ensures that all EOC facilities are appropriately prepared to address the operational area needs of any natural or man-made emergency.	At the 6 month mark, this project will be 25% complete and \$19,375 funds will be expended. At the 12 month mark, this project will be 100% complete and \$77,500 funds will be expended.

Project	NPG Mission Area	NPG Core Capabilities	Cal OES Goals	Project Description	Need	Project Milestone & Justifications
Project D	Response	Operational Communications	Goal 6: Strengthen capabilities in public safety communication services and technology enhancements	Strengthen the interoperability, flow and security of real-time data, voice, and video across agencies, disciplines, and jurisdictions through the procurement of computers, monitors and EOC software and upgrading radios to be P25 compliant in order to manage and coordinate response to catastrophic events of national significance, utilizing an all hazards approach.	This project improves the communication equipment used by emergency management organization to share information on emergency management activities throughout the region. This project will help address specific critical gaps in capabilities and achieves progress towards a comprehensive regional emergency management communication infrastructure.	At the 6 month mark, this project will be 25% complete and \$11,420 funds will be expended. At the 12 month mark, this project will be 100% complete and \$45,682 funds will be expended.
Project E	Mitigation	Community Resilience	Goal 2: Strengthen California's ability to plan, prepare for, and provide resources to mitigate the impacts of disasters, emergencies, crimes, and terrorist events	Encourage citizen preparedness while integrating the needs of vulnerable populations. Provide education regarding the hazards facing Californians, the role of the emergency-management community and what to expect when a disaster occurs. Provide training, tools and resources (like easy-up tents) to help prepare citizens for disasters.	This investment provides resources to enhance preparedness activities through funding of preparedness programs including CERT as well developing and disseminating emergency preparedness and awareness materials.	At the 6 month mark, this project will be 25% complete and \$500 funds will be expended. At the 12 month mark, this project will be 100% complete and \$2,000 funds will be expended.
Project F						At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the 15 month mark, this project will be ___% complete and \$___ funds will be expended.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROJECT LEDGER

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CFDA #

97.042

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LEDGER TYPE:

Initial Application

Today's Date:

August 11, 2014

County of Los Angeles

2014-0070  
037-00000

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
							<b>2,231,132</b>	-	-	<b>2,231,132</b>	-	<b>2,231,132</b>	
1	A	LA County OEM Staff S&EB	EMPG	EMG	Organization	Staffing	618,585			618,585		618,585	
2	A	LA County OEM Staff Supplies and local travel costs	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	50,000			50,000		50,000	
3	B	LA County OEM Emergency management Conferences and Workshops	EMPG	EMG	Planning	Conferences	50,000			50,000		50,000	
4	C	LA County OEM Professional Development Training	EMPG	EMG	Training	Staff Expenses	40,000			40,000		40,000	
5	A	Area A S&EB	EMPG	EMG	Organization	Staffing	32,988			32,988		32,988	
6	A	Area B Staff S&EB	EMPG	EMG	Organization	Staffing	65,564			65,564		65,564	
7	A	Area B Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	13,986			13,986		13,986	
8	B	Area B Emergency Operations Plan Seminar	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols and Systems	17,425			17,425		17,425	
9	A	Area C S&EB	EMPG	EMG	Organization	Staffing	100,000			100,000		100,000	
10	A	Area C Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	7,739			7,739		7,739	
11	B	Area C Emergency Preparedness and Outreach Materials	EMPG	EMG	Planning	Community Outreach	6,800			6,800		6,800	
12	D	Area C ICIS Radio Communication P25 complaint software Upgrade for AEL 06CP-01-Port	EMPG	EMG	Maintenance & Sustainment	Upgrades	1,200			1,200		1,200	
13	D	Area C Portable Radio Communication Equipment	EMPG	EMG	Equipment	Power	1,000			1,000		1,000	
14	A	Area D S&EB	EMPG	EMG	Organization	Staffing	124,000			124,000		124,000	
15	A	Area D Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	40,000			40,000		40,000	
16	B	Area D Emergency Preparedness and Outreach Materials	EMPG	EMG	Planning	Community Outreach	9,253			9,253		9,253	

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
17	E	Area D CERT Equipment	EMPG	EMG	Equipment	CBRNE Logistical Support Equipment	2,000			2,000		2,000	
18	A	Area E S&EB	EMPG	EMG	Organization	Staffing	113,000			113,000		113,000	
19	A	Area E Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	76,852			76,852		76,852	
20	B	Area E Emergency Preparedness and Outreach Materials	EMPG	EMG	Planning	Community Outreach	17,500			17,500		17,500	
21	B	Area E Emergency management Conferences and Workshops	EMPG	EMG	Planning	Conferences	14,000			14,000		14,000	
22	C	Area E EOC Equipment	EMPG	EMG	Equipment	Other Authorized Equipment	1,500			1,500		1,500	
23	C	Area F EOC Equipment	EMPG	EMG	Equipment	Other Authorized Equipment	20,000			20,000		20,000	
24	C	Area F EOC Equipment	EMPG	EMG	Equipment	Power	16,000			16,000		16,000	
25	D	Area F EOC Equipment	EMPG	EMG	Equipment	Information Technology	43,482			43,482		43,482	
26	A	Area G S&EB	EMPG	EMG	Organization	Staffing	109,054			109,054		109,054	
27	A	Area H S&EB	EMPG	EMG	Organization	Staffing	639,204			639,204		639,204	
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

ORGANIZATION

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CFDA #

97.042

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LEDGER TYPE:

Initial Application

Today's Date:

August 11, 2014

County of Los Angeles

2014-0070  
037-00000

Project	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Certification on File	Detail	Estimated Cost	Amount Approved Previous	Amount This Request	REIMB Request #	Total Approved	Remaining Balance
								<b>1,990,972</b>					<b>1,990,972</b>
A	LA County OEM Staff S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	618,585					618,585
A	LA County OEM Operating Expenses	EMPG	EMG	Day to day activities/operations that support emergency management	Travel			15,000					15,000
A	LA County OEM Operating Expenses; Including paper, pencils, pens, folders, binders, uniforms, etc.	EMPG	EMG	Day to day activities/operations that support emergency management	Supplies			35,000					35,000
A	Area A S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	32,988					32,988
A	Area B Staff S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	65,564					65,564
A	Area B Operating Expenses	EMPG	EMG	Day to day activities/operations that support emergency management	Supplies			13,986					13,986
A	Area C Staff S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	100,000					100,000
A	Area C Operating Expenses	EMPG	EMG	Day to day activities/operations that support emergency management	Supplies			7,739					7,739
A	Area D Staff S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	124,000					124,000
A	Area D Operating Expenses	EMPG	EMG	Day to day activities/operations that support emergency management	Supplies			40,000					40,000
A	Area E Staff S&EB	EMPG	EMG	Staffing	Staff	Yes	Staffing	113,000					113,000





CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EQUIPMENT

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CFDA# 97.042

LEDGER TYPE: Initial Application

Today's Date: August 11, 2014

County of Los Angeles

2014-0070  
037-00000

Project	Equipment Description & (Quantity)	AEL#	AEL Title	SAFECOM compliance	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Part of a Procurement over 100k	Sole Source Involved	Hold Trigger	Approval Date	Estimated Cost	Amount Approved Previous	Amount This Request	REMB Request #	Total Approved	Remaining Balance
																		83,982					63,982
D	Area C CWIRS Portable Radios Batteries (11)	10BC-00-BATT	Batteries, All Types, Sizes	Yes	EMPG	EMG	Power							No	No	No hold indicated		1,000					1,000
E	Area D CERT Equipment - Easy ups (3)	19SS-00-SHEL	Systems, Shelter, Rapid Deployment	N/A	EMPG	EMG	CBRNE Logistical Support Equipment							No	No	No hold indicated		2,000					2,000
C	Area E EOC Equipment - Chairs (10) and tables (3)	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	EMPG	EMG	Other Authorized Equipment							No	No	No hold indicated		1,500					1,500
D	Area F EOC - Portable desktop Monitors that are plug and play (10)	04MD-03-DISP	Display, Video	N/A	EMPG	EMG	Information Technology							No	No	No hold indicated		3,482					3,482
D	Area F EOC - Laptops (10)	04HW-01-1NHW	Hardware-Computer, Integrated	N/A	EMPG	EMG	Information Technology							No	No	No hold indicated		20,000					
D	Area F EOC Software (1)	04AP-05-CDSS	Systems and Tools, ICS	N/A	EMPG	EMG	Information Technology							No	No	No hold indicated		20,000					20,000
C	Area F EOC Equipment -Cabinets for EOC Supplies (4)	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	EMPG	EMG	Other Authorized Equipment							No	No	No hold indicated		20,000					20,000
C	Area F EOC Portable Power Unit (1)	10PE-00-PCDS	System, Power Conditioning	N/A	EMPG	EMG	Power							No	No	No hold indicated		16,000					16,000











CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PERSONNEL

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CFDA # 97.042

LEDGER TYPE: Initial Application

Today's Date: August 11, 2014

County of Los Angeles

2014-0070

037-00000

Project	Employee Name	Project/Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
A	Jeffrey Reeb	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing		-	-	-	-
A	Leslie Luke	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Ronald Wade	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Steve Liberman	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Ashu Palta	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Jeanne O'Donnell	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Jeff Terry	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Michael Hooper	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Kenneth Kondo	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Alisa Williams	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Klaus Kreimann	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Yvette Countee	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Mariela Balam	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Sinan Khan	Manage LA County CEOC Operations	EMPG	EMG	Organization	Staffing					
A	Christine Parra	Manage Area A Operations	EMPG	EMG	Organization	Staffing					
A	Debbie Pedrazzoli	Manage Area B Operations	EMPG	EMG	Organization	Staffing					
A	John Penido	Manage Area C Operations	EMPG	EMG	Organization	Staffing					
A	Brenda Hunemiller	Manage Area D Operations	EMPG	EMG	Organization	Staffing					
A	Jennifer Fuller	Manage Area E Operations	EMPG	EMG	Organization	Staffing					
A	Zaira Villa	Manage Area E Operations	EMPG	EMG	Organization	Staffing					
A	Jeffrey Robinson	Manage Area G Operations	EMPG	EMG	Organization	Staffing					
A	Anna Burton	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Chris Ipsen	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Carol Parks	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Rob Freeman	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Larry Meyerhofer	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Alen Pijuan	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	La Cheryl Bell	Manage Area H Operations	EMPG	EMG	Organization	Staffing					
A	Owen Lin	Manage Area H Operations	EMPG	EMG	Organization	Staffing					

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

MATCH

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #

97.042

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

LEDGER TYPE:

Initial Application

Today's Date:

August 11, 2014

County of Los Angeles

2014-0070  
037-00000

Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Type of Match	Total Obligated Match	Previous Match Expended	Current Match	REIMB Request #	Total Match Expended	Remaining Balance	Percentage Complete
							2,231,132	-	-	-	-	2,231,132	
A	LA County OEM Staff S&EB	EMPG	EMG	Organization	Staffing	Cash Match	618,585					618,585	
A	LA County OEM Staff Supplies and local travel costs	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	Cash Match	50,000					50,000	
B	LA County OEM Emergency management Conferences and Workshops	EMPG	EMG	Planning	Conferences	Cash Match	50,000					50,000	
C	LA County OEM Professional Development Training	EMPG	EMG	Training	Staff Expenses	Cash Match	40,000					40,000	
A	Area A S&EB	EMPG	EMG	Organization	Staffing	Cash Match	32,988					32,988	
A	Area B Staff S&EB	EMPG	EMG	Organization	Staffing	Cash Match	65,564					65,564	
A	Area B Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	Cash Match	13,986					13,986	
B	Area B Emergency Operations Plan Seminar	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols and Systems	Cash Match	17,425					17,425	
A	Area C S&EB	EMPG	EMG	Organization	Staffing	Cash Match	100,000					100,000	
A	Area C Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	Cash Match	7,739					7,739	
B	Area C Emergency Preparedness and Outreach Materials	EMPG	EMG	Planning	Community Outreach	Cash Match	6,800					6,800	
D	Area C ICIS Radio Communication P25 complaint software Upgrade for AEL 06CP-01 Port	EMPG	EMG	Maintenance & Sustainment	Upgrades	Cash Match	1,200					1,200	
D	Area C Portable Radio Communication Equipment	EMPG	EMG	Equipment	Power	Cash Match	1,000					1,000	
A	Area D S&EB	EMPG	EMG	Organization	Staffing	Cash Match	124,000					124,000	
A	Area D Operating Expenses	EMPG	EMG	Organization	Day to day activities/operations that support emergency management	Cash Match	40,000					40,000	
B	Area D Emergency Preparedness and Outreach Materials	EMPG	EMG	Planning	Community Outreach	Cash Match	9,253					9,253	



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# **EXHIBIT F**

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LOS ANGELES COUNTY  
 DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
**Emergency Management Performance Grant**  
**REIMBURSEMENT FORM**

SECTION A: SUBMITTING YOUR CLAIMS					
Please upload <b>legible</b> supporting documents, files and completed reimbursement forms (see instructions in workbook for details) at: <p style="text-align: center;"><a href="https://auditor.mft.lacounty.gov">https://auditor.mft.lacounty.gov</a></p> If you prefer to mail your documents please send the scanned documents to the following address (uploading is recommended): <p style="text-align: center;">Department of Auditor-Controller                      Shared Services Division / Attn: Grants Unit                      3470 Wilshire Blvd., Suite 812                      Los Angeles, CA 90010</p>	<b>1. Enter Grant Year:</b> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 5px auto; text-align: center; line-height: 30px;">20__</div> <b>Period of claim</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8px;">FROM</td> <td style="width: 50%;"></td> </tr> <tr> <td style="font-size: 8px;">TO:</td> <td></td> </tr> </table>	FROM		TO:	
FROM					
TO:					

SECTION B: SUB-RECIPIENT'S INFORMATION		
1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)	3. Taxpayer ID	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary)		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL CLAIM INFORMATION					
Project	Item	Reimbursable Expenditure Categories	Reimbursable Amount	Match Expenditure Categories	Match Amount
		Salary and Benefits (Organization)		Match Salaries	
		Operating Expenses (Organization)		Match Operating Expenses	
		Equipment		Match Equipment	
		Training		Match Training	
		Planning		Match Planning	
		Exercise		Match Exercise	
		Other		Match Other	
<b>TOTAL SUB-RECIPIENT EXPENDITURES</b>				<b>\$0.00</b>	

SECTION D: SUB-RECIPIENT'S CERTIFICATION	SECTION E: FOR SSD USE ONLY
Under Penalty of Perjury I certify that (please use the checkbox): <input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances. <input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.  3. _____ <p style="text-align: center;">AUTHORIZED SIGNATURE <span style="float: right;">DATE</span></p> 4. _____ <p style="text-align: center;">AUTHORIZED PRINTED NAME <span style="float: right;">AUTHORIZED TITLE</span></p> 5. AUTHORIZED CONTACT INFORMATION (If different from Section B): PHONE #: _____ E-MAIL: _____	STAMP WITH RECEIVED DATE HERE:         ASSIGNED CLAIM TRACKING NO.: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>

# Exhibit F

**COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
INSTRUCTIONS TO COMPLETE THE EMERGENCY MANAGEMENT PERFORMANCE GRANT  
REIMBURSEMENT FORM**

**Purpose of this form:**

To assist sub-recipients in completing the Emergency Management Performance Grant Reimbursement form. For questions or suggestions please use our e-mail below to contact Shared Services. Please do not send these instructions to us; they are to be used for your guidance only.

**SECTION A: General Instructions for Submission of Claims**

Please help us expedite the process of your Emergency Management Performance Grant claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using the file transfer application at **URL:** <https://auditor.mft.lacounty.gov>; each DMAC area has a user name and a password assigned. If you have questions please call Natalie Moreno at (213) 974-2260 or Patricia Flores at (213) 251-5048.

\*\*\* Also provide a copy of the documents submitted to the grants program manager (Ashu Palta at [apalta@ceooem.lacounty.gov](mailto:apalta@ceooem.lacounty.gov)) on all claims submitted \*\*\*

- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Ensuring that all documents attached to your claims are legible and belong to the performance period of the Grant.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

**SECTION B: Sub Recipient's Information**

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for LA County departments.
3. Please enter the taxpayer ID# of the governmental entity requesting reimbursement.
4. Please enter the information of the person that can assist us with detail claim questions.

**SECTION C: Details Claims Information**

\*\*\* Please indicate the project and item as indicated in the budget workbook that is related to your respective claim \*\*\*

- For **Organization expenses (salaries and employee benefits and operating expenses)**: see below
- For **Salaries and Benefits (S&EB)**: Provide actual charges, timecards, payroll register, actual benefits or development of benefit rates with claim. For reimbursable expenditures: name of employee needs to be in the budget of the EMPG grant and expenditure needs to indicate the name of the employee and the time period.
- For **Operating Expenses**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:

- a. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the description in the grant workbook. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  - b. Copy of the purchase order
  - c. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check, bank statement with debit (name of vendor should be included in the statement).
  - d. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  - e. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  - f. Federal Debarment Listing (if applicable): Please provide a screen print out of the queried Federal Debarment Listing at <http://www.epis.gov/epis/search.do>. The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
  - g. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a bid or a sole source process
    - Sole Source State Approval: for non-bid purchases of \$100,000 or more to a single vendor, please attach the sole source approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
- For **Equipment** expenditures : If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
    - h. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
    - i. Copy of the purchase order
    - j. Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: <https://www.ilis.dhs.gov>
    - k. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check.
    - l. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
    - m. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
    - n. Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
    - o. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a bid or a sole source process
      - Sole Source State Approval: for non-bid purchases of \$100,000 or more to a single vendor, please attach the sole source approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
    - p. Additional Equipment Information: Shared Services needs this information in order to complete the workbook for the State. This is needed for all those items of your reimbursable budget that are included in the equipment category:
      - Serial # for your equipment or ID tag. If no ID tag is necessary please write "Consumable". An item is "Consumable" only if its useful life is less than one year.

- Please ensure that equipment is in your budget prior to the order or/and or purchase and indicate project letter and Item # (if applicable). We will need the equipment description if it is not clear in the invoice and the description and invoice have to match the budget description for the State's workbook.
  - AEL #, AEL title
  - Invoice #
  - Vendor Debarment printout (prior to order and/or purchase)
  - Acquired date,
  - Condition and disposition
  - Deployed location
  - Grant year
  - Indicate procurement method: bids or sole source purchase.
- q. Equipment Inventory Listing (Print out and Excel File). Please include both the printout of the listing and the corresponding excel file with your claim.
- For **Training** related expenditures please provide:
    - a. Documentation of actual expenditures: Copy of the approved State-Sponsored Training Reporting Form (with the tracking request #): Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant
    - b. If you are including personnel costs with your training claim, please add the following:
      - i. Documents that certify completion of the training: please attach supporting documents that show the class name, dates of training , # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are attendance sheets, sign- in sheets, agendas of the class, training certificates.
      - ii. Summary Listing of Charges: Please add a listing which clearly shows the breakdown of the training charges per employee and that match the total claimed. The listing should include the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed) . Please provide the total # of attendees for classroom/field based training activities.
      - iii. Backup for the Benefits Rate: If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
      - iv. Timecards: Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
      - v. Explanation of timekeeping codes: When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
      - vi. Payroll register: The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
      - vii. Roster of the backfilled positions: When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.
  - For **Planning** related expenditures please provide:

- a. Documentation of actual expenditures
  - b. Copies of actual planning documents developed with funds utilized
    - i. Deliverable (or final product): Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
    - ii. Signed Certificate of Completion: The certificate of completion can be an e-mail confirming that the planning activity was completed.
    - iii. Invoices: If you're planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (Operating Expenses).
    - iv. Supporting Documentation for Personnel Cost: When your planning claim includes personnel cost please see under Training Claim (supporting documents needed) and add to the documentation.
- For **Exercise** related expenditures please provide:
    - a. Documentation of actual expenditures
    - b. Copy of Multi- Year TEP which clearly shows the exercise listed
      - i. Copy of the AAR
      - ii. Verification that the exercise was entered in HSEEP (screen print will suffice)
  - For **Other** related expenditures please provide:
    - c. Documentation of actual expenditure and all other supporting documentation

#### **SECTION D: Details Claims Information**

1. Please read and check the box provided if you are an authorized signatory.
2. Please read and check the box provided if you are an authorized signatory.
3. Please sign the claim if you are an authorized signatory of your agency.
4. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

