

Subrecipient Agreement

Between the County of Los Angeles and

The City of Los Angeles

Grant Year 2013

Homeland Security Grant Program

**SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
THE CITY OF LOS ANGELES**

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, a public agency (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 Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program (HSGP), Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Governor's Office of Emergency Services (Cal OES) for the 2013 HSGP; and

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

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, exercise and planning management needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2013 HSGP grant from Cal OES for the Subrecipient in the amount of \$753,436; and

WHEREAS, the CEO now wishes to distribute 2013 HSGP grant funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 3, 2013 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. City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, 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 must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Alvia Shaw, Interim Director
Chief Executive Office, Los Angeles County (LAC)
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-7315
Fax: (213) 687-3765
ashaw@ceo.lacounty.gov

With a copy to:
Craig Hirakawa, Grants Manager
Chief Executive Office, LAC
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

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2. The representative of Subrecipient is:

Name and
Title:

Organization

Address:

City/State/Zip:

Phone:

Fax:

Email:

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 must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must 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 must 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 must 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.
- D. Certification of Grant Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2013 to March 31, 2015, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2013 HSGP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles 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 comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. 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 must 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 must review the Federal Debarment Listing at <http://www.epls.gov/epls/search.do> 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. Prior to the purchase of equipment or services utilizing a sole source contract of \$100,000 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the 15th of the following month. Subrecipient must timely submit claims for reimbursement.
- F. Subrecipient must provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to CEO no later than March 31st of the year following the reporting period.
- G. Subrecipient must provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- H. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of

Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

- I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us> and the Funding Guidelines of the 2013 HSGP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must 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 2013 HSGP can be found at Office of Management and Budget Circular A-102, Title 44 C.F.R. Part 13.

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.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 44, C.F.R. Part 13.32. 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 must also be listed on any required Equipment Ledger.
1. Equipment must 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 must 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 must be given to other programs or projects supported by the awarding agency.

3. An Equipment Ledger must be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes must be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger must include: (a) description of the item of Equipment, (b) manufacturer's model and serial number or other identification number, (c) the fund source/grant year of acquisition of the Equipment, including the award number, (d) date of acquisition, (e) the acquisition cost of the Equipment, (f) percentage of Federal participation, (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 13.32.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years 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.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Subrecipient must provide to County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to County of Los Angeles prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$753,436 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2013 HSGP Grant Award Letter from Cal OES.
- B. Subrecipient must submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including purchase orders, invoices, proof of payment and packing slips.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

- C. The County of Los Angeles 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 written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of final invoice will be withheld by the County of Los Angeles until the County of Los Angeles 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.
- F.
 - 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
 - 2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will 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 must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, 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 is 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 will not be affected thereby.

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