

AGREEMENT

Sub – Recipient : County of Santa Barbara

City Contract Number \_\_\_\_\_

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AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES  
FOR FY07 PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS (PSIC)

BETWEEN  
THE CITY OF SANTA ANA  
AND THE COUNTY OF SANTA BARBARA

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY,"), and the County of Santa Barbara, ("COUNTY OF SANTA BARBARA" or "Contractor").

WITNESSETH

WHEREAS, the National Telecommunications and Information Administration (NTIA), in consultation with the Federal Department of Homeland Security has established the FY07 Public Safety Interoperable Communications (PSIC) grant program to assist public safety agencies in the acquisition of, deployment of, or training for use of interoperable communications systems; and

WHEREAS, the California Office of Homeland Security has been designated the state agency to administer PSIC grant funds; and

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as the lead agency for the Anaheim/Santa Ana Urban Area under the FY07 Urban Area Security Initiative, is an authorized Planning Area for the PSIC Grant Program. As such, CITY is authorized to apply for and administer PSIC Grant Funds obtained through the State of California Office of Homeland Security, in accordance with the California Statewide Interoperability Executive Committee (CALSIIEC) guidelines (hereinafter referred to as "the Grant"), to enhance regional interoperable communications, as set forth in grant guidelines and assurances located at [http://www.ntia.doc.gov/psic/PSICguidance\\_081607.pdf](http://www.ntia.doc.gov/psic/PSICguidance_081607.pdf), and incorporated to this Agreement by reference. Copies of the grant guidelines shall be retained in the Santa Ana Police Department.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA (CITY) and is overseen by the California Office of Homeland Security (OHS); and

WHEREAS, this financial assistance is being provided to assist public safety agencies in the acquisition of, deployment of or training in the use of regional interoperable communications systems; and

WHEREAS, the Anaheim/Orange Urban Area has been designated an eligible subgrantee as a PSIC Planning Area; and

WHEREAS, Operational Areas (OA) not designated as Planning Areas are

eligible for PSIC funding, through a designated Planning Area; and

WHEREAS, the COUNTY OF SANTA BARBARA desires to submit a PSIC Grant Project through the CITY; and

WHEREAS, the CITY has agreed to act as the COUNTY OF SANTA BARBARA's representative subgrantee; and

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

WHEREAS, the UASI Grant Office now wishes to administer FY07 PSIC Grant Funds throughout the Planning Area, as further detailed in this Agreement ("Agreement") to the County of Santa Barbara (COUNTY OF SANTA BARBARA) and others;

WHEREAS, the CITY and THE COUNTY OF SANTA BARBARA are desirous of executing this Agreement as authorized by the City Council and which authorizes the CITY to prepare and the City Manager to execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I  
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. The County of Santa Barbara, a political subdivision of the State of California having its principal office at 105 East Anapamu Street, Santa Barbara, CA 93101,

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Ken Gominsky, Commander  
Santa Ana Police Department  
Homeland Security Division  
60 Civic Center Plaza  
Santa Ana, CA. 92702  
Phone: (714) 245-8040  
Fax: (714) 245-8098  
kgominsky@santa-ana.org

- 2. The representative of the County of Santa Barbara shall be:

Mitch Evans, Network / Communications Manager  
County of Santa Barbara  
Information Technology Division  
4568 Calle Real Bldg, C  
Santa Barbara, California 93110  
Phone: (805) 681 5590  
mevans@co.santa-barbara.ca.us

with a copy to:

Sam Gross, Commander – Administrative Services Division  
Santa Barbara Sheriff's Department  
4434 Calle Real / Post Office Box 6427

Santa Barbara, California 93160  
Phone: (805) 681 4286  
Sdg0547@sbsheriff.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

- A. The COUNTY OF SANTA BARBARA shall provide executed copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.
  - 1. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
  - 2. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with the Grant Assurances adopted pursuant to Section 413C of this Agreement and attached hereto as Exhibit B and made a part hereof.
  - 3. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A3 of this Agreement and attached hereto as Exhibit C and made a part hereof. The COUNTY OF SANTA BARBARA 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 the COUNTY OF SANTA BARBARA.
- B. The COUNTY OF SANTA BARBARA shall certify that it has sufficient

funds to provide the required match and to complete the project.

## II

### TERM AND SERVICES TO BE PROVIDED

#### §201. Time of Performance

The term of this Agreement shall commence on January 1, 2008 and end on September 30, 2010 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

#### §202. Use of Grant Funds

- A. CITY may a) transfer to the COUNTY OF SANTA BARBARA, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or b) reimburse the COUNTY OF SANTA BARBARA for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the COUNTY OF SANTA BARBARA'S purchasing and bidding procedures. The COUNTY OF SANTA BARBARA shall specify the equipment, services, exercises and training to be purchased.
- B. The COUNTY OF SANTA BARBARA shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <http://www.rkb.mipt.org>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. The COUNTY OF SANTA BARBARA shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and the Office of G&T Financial Management Guide. Any equipment acquired or obtained with Grant Funds:
  - 1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;



2. Shall be consistent with needs as identified by the California Statewide Interoperability Executive Committee (CALSIIEC) and deployed in conformance with CALSIIEC policies;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be used by the COUNTY OF SANTA BARBARA in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
5. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
6. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number; (d) the source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 28 C.F.R. Part 66.42.
7. All equipment obtained under this Agreement shall have an Anaheim/Orange PSIC identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
8. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
9. The COUNTY OF SANTA BARBARA shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said

equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of the COUNTY OF SANTA BARBARA, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 PSIC Grant Program, as set forth at [http://www.ntia.doc.gov/psic/PSICguidance\\_081607.pdf](http://www.ntia.doc.gov/psic/PSICguidance_081607.pdf).
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 PSIC Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2007 PSIC Grant Program, as set forth above.

III  
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The CITY may a) transfer to the COUNTY OF SANTA BARBARA, equipment or services purchased with grant funds; or b) reimburse the COUNTY OF SANTA BARBARA for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the COUNTY OF SANTA BARBARA'S purchasing and bidding procedures. The COUNTY OF SANTA BARBARA shall specify the equipment, exercises, services or training to be purchased. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. The COUNTY OF SANTA BARBARA shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by the COUNTY OF SANTA BARBARA as authorized by Section 202 above. For equipment for which the COUNTY OF SANTA BARBARA is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips. For training reimbursements, the COUNTY OF SANTA BARBARA must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that an OHS tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, and receipts for travel expenses related to the training. For regional project reimbursements, the COUNTY OF SANTA BARBARA must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the COUNTY OF SANTA BARBARA has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to the COUNTY OF SANTA BARBARA of a loss or reduction of federal grant funds.

IV  
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

The COUNTY OF SANTA BARBARA may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

The COUNTY OF SANTA BARBARA and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the COUNTY OF SANTA BARBARA performance hereunder and shall pay any fees required therefore. The COUNTY OF SANTA BARBARA further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

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

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

Any subcontract entered into by the COUNTY OF SANTA BARBARA relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

The COUNTY OF SANTA BARBARA must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with PSIC grant funds.

§410. Indemnification

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

§411. Conflict of Interest

- A. The COUNTY OF SANTA BARBARA covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  3. The participation of such person would be prohibited by the

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

- B. The COUNTY OF SANTA BARBARA further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- C. The COUNTY OF SANTA BARBARA shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- D. Prior to obtaining the CITY'S approval of any subcontract, the COUNTY OF SANTA BARBARA shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the COUNTY OF SANTA BARBARA or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- E. 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 SANTA BARBARA, State of California, and Federal regulations regarding conflict of interest.
- F. The COUNTY OF SANTA BARBARA 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.
- G. The COUNTY OF SANTA BARBARA covenants that no member, officer or employee of the COUNTY OF SANTA BARBARA 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.
- H. The COUNTY OF SANTA BARBARA shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term " COUNTY OF SANTA BARBARA" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

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

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. The COUNTY OF SANTA BARBARA shall comply with all applicable

requirements of state, federal, county and the COUNTY OF SANTA BARBARA laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The COUNTY OF SANTA BARBARA shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The COUNTY OF SANTA BARBARA shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, in addition to those certifications set forth in the "Grant Assurances", attached hereto as Exhibit A and incorporated in full by this reference, the following:

1. Single Audit Act

If Federal funds are used in the performance of this Agreement, the COUNTY OF SANTA BARBARA shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and any administrative regulation or field memos implementing the Act.

2. Americans with Disabilities Act

The COUNTY OF SANTA BARBARA hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing regulations. The COUNTY OF SANTA BARBARA 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. The COUNTY OF SANTA BARBARA will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the the COUNTY OF SANTA BARBARA, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

3. Political and Sectarian Activity Prohibited

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

If this Agreement provides for more than \$100,000.00 in grant funds, the COUNTY OF SANTA BARBARA shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is



attached hereto as Exhibit B. No funds will be released to the COUNTY OF SANTA BARBARA until the Certification is filed.

The COUNTY OF SANTA BARBARA 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 the COUNTY OF SANTA BARBARA. The COUNTY OF SANTA BARBARA 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.

4. Records Inspection

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

The COUNTY OF SANTA BARBARA agrees to provide any reports requested by the CITY regarding performance of the Agreement.

5. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

6. Subcontracts and Procurement

The COUNTY OF SANTA BARBARA shall comply with the federal and the COUNTY OF SANTA BARBARA 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.

The COUNTY OF SANTA BARBARA shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The COUNTY OF SANTA BARBARA shall, upon CITY's request, submit Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The COUNTY OF SANTA BARBARA shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

#### B. Statutes and Regulations Applicable To This Particular Grant

The COUNTY OF SANTA BARBARA 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. The COUNTY OF SANTA BARBARA shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2007 Homeland Security Grant Program – Program Guidance and Application Kit; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland

Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

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

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

3. Noncompliance

The COUNTY OF SANTA BARBARA 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 COUNTY OF SANTA BARBARA to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. The COUNTY OF SANTA BARBARA shall be liable to the Grantor for any funds the Grantor determines the COUNTY OF SANTA BARBARA used in violation of these Grant Assurances. The COUNTY OF SANTA BARBARA shall indemnify and hold harmless the CITY for any sums the Grantor determines the COUNTY OF SANTA BARBARA used in violation of the Grant Assurances.

#### §414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the COUNTY OF SANTA BARBARA as an independent party and not as a CITY employee.

#### §415. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

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

##### B. Rights to Use Inventions

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

##### C. Copyright Policy

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

and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. The COUNTY OF SANTA BARBARA shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

The COUNTY OF SANTA BARBARA shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§416. Minority, Women, And Other Business Enterprise Outreach Program

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

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

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

§502. Amendments

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

The COUNTY OF SANTA BARBARA agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI  
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and four (4) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and County of Santa Barbara have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

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

By: \_\_\_\_\_  
Patricia E. Healy  
Clerk of the Council

By: \_\_\_\_\_  
David N. Ream  
City Manager

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Paul M. Walters  
Chief of Police

COUNTY OF SANTA BARBARA

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Laura Sheedy  
Assistant City Attorney

Date: \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF SANTA BARBARA

APPROVED AS TO FORM:  
Dennis A. Marshall  
County Counsel – Santa Barbara County

ATTEST:  
Michael F. Brown  
Clerk of the Board

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO ACCOUNTING FORM:  
Robert W. Geis, CPA  
Auditor – Controller – Santa Barbara County

APPROVED AS TO INSURANCE FORM:  
Ray Aromatorio  
Risk Program Administrator  
County of Santa Barbara

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_



**EXHIBIT A**  
**GRANT ASSURANCES**

**Office of Homeland Security  
FY07 PSIC Grant Assurances**

By signing this agreement the COUNTY OF SANTA BARBARA certifies the following:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and sub-granted through the State of California.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
8. Will comply with all federal statues relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.), as amended, which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683 and 1685-1686), which prohibits discrimination on the basis of 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 nondiscrimination in the sale, rental or financing of housing;
  - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
  - j. Title 28, CFR, Part 35;
  - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
  - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.
- 9. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
- 10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following:
  - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. notification of violating facilities pursuant to EO 11738;
  - c. protection of wetlands pursuant to EO 11990;
  - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - f. conformity of federal actions to State (Clean Air) Implementation Plans under Section FY06 Homeland Security Grant Program Page 45 176(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); and
  - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
  - i. Flood Disaster Protection Act of 1973 §102(a)
  - j. 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.

- k. the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
  - l. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21000 et seq. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
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 preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
  14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
  15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
    - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
    - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
  16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  18. 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.
  19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. FY06 Homeland Security Grant

20. Will comply with the Federal Fair Labor Standards Act (29 U.S.C. 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.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub- agreements.
22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
23. Agrees that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - b. If any 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 an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
24. Agrees that equipment acquired or obtained with grant funds:
  - a. 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.

- b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
  - c. 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.
25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, that govern the application, acceptance and use of Federal funds for this federally-assisted project.
27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:
- a. Part 18, Administrative Review Procedures;
  - b. Part 20, Criminal Justice Information Systems;
  - c. Part 22, Confidentiality of Identifiable Research and Statistical Information;
  - d. Part 23, Criminal Intelligence Systems Operating Policies;
  - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
  - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
  - g. Part 38, Equal Treatment of Faith-based Organizations;
  - h. Part 63, Floodplain Management and Wetland Protection Procedures;
  - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures;
  - j. Part 61, Procedures for Implementing the National Environmental Policy Act;
  - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
  - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement)
  - n. Part 69, New Restrictions on Lobbying
  - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of

Higher Learning, Hospitals and other Non-Profit Organizations.

- p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants)
- 29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and 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.
- 30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
- 31. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
- 32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
- 33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- 34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L.97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- 35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
- 37. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510
  - A. The applicant certifies that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of

fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

38. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five



calendar days after such conviction;

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

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

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

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (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).

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

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

Signature of  
 Authorized Agent: \_\_\_\_\_  
 Printed Name of  
 Authorized Agent: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

-

**EXHIBIT B**  
**CERTIFICATION REGARDING DEBARMENT**

**EXHIBIT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

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

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

A. The applicant certifies that it and its principals:

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

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

_____	Address: _____
Authorized Agent Signature	
_____	_____
Printed or Typed Name	
_____	_____
Title	

## **INSTRUCTIONS FOR CERTIFICATION**

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

**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**

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

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

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

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT D**  
**REIMBURSEMENT REQUEST FOR GRANT EXPENDITURES**

**Santa Ana Urban Areas Security Initiative/  
Public Safety Interoperable Communications Grant  
Reimbursement Request for Grant Expenditures**

*Mail Reimbursement Request to:*

This is the final reimbursement request

<input type="checkbox"/>	<b>FY07 PSIC</b>
Santa Ana Police Department Attn: Sgt. Enrique Esparza, Grant Coordinator 60 Civic Center Plaza P.O. Box 1981 Santa Ana, CA 92702	

<b>Agency / City Requesting Reimbursement</b>	
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<b>Total Amount Requested:</b> (Attach copies of supporting invoices)	\$
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Under penalty of perjury, I certify that:

- I am an authorized officer of the claimant herein.
- This claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.
- All attached invoices for items and/or services have been received in full.

• **Authorized Agent**

Printed Name	Phone Number
Title	E-Mail Address
Mailing Address	Fax Number
City, State, Zip Code	
Signature (Please sign in blue ink.)	Date

For Anaheim/Santa Ana UASI Grant Coordinator Use Only							
<b>Approved for Processing:</b>				<b>Date:</b>			
<b>Request Tracking Number:</b>			<b>Account #:</b>				
<b>Grant:</b>	PSIC	<b>Grant Year:</b>		<b>Project:</b>		<b>Solution Area:</b>	
<b>Special Instructions / Comments</b>							



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