



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



November 07, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 November 7, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACCEPT GRANT AWARD FROM STATE OF CALIFORNIA,
CALIFORNIAVOLUNTEERS FOR VOLUNTEER TRAINING AND SYMPOSIUMS
AND APPROVE APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

Request Board adoption of the resolution authorizing the Sheriff of Los Angeles County (County) to sign and accept a grant award in the amount of \$100,000 from the State of California, CaliforniaVolunteers, for training volunteers by the Los Angeles County Sheriff's Department (Department) in law enforcement programs and public neighborhood watch.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the attached Resolution (Attachment 1) authorizing the Sheriff, as an agent for the County, to (1) execute the attached Standard Agreement Number CV12-007, including Exhibit E, (Agreement) Standard Assurances and Certifications, with CaliforniaVolunteers, for the acceptance of grant funds in the amount of \$100,000, for a grant period commencing upon the date of approval by the State of California, Department of General Services through March 31, 2013, and (2) execute and submit all other necessary grant documents, including applications, amendments, modifications, agreements, augmentations, extensions, and renewals.
2. Approve an Appropriation Adjustment in the amount of \$100,000 (Services and Supplies) to augment the Department's Patrol Budget, Fiscal Year (FY) 2012-13.
3. Delegate authority to the Sheriff, as an agent for the County, to apply and submit future grant applications to CaliforniaVolunteers when, and if, such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary objective of this grant program is to provide Statewide law enforcement and volunteer training and symposiums for approximately 1,000 students and participants across the State of California. The purpose of this training is to make communities safer, stronger, and better prepared to respond to disasters and emergencies. This is the first year that the County has received this grant funding.

The Department's Community/Law Enforcement Partnership Program (CLEPP) Unit will provide the following regional training series: Neighborhood Watch for the public, Volunteer Management, Volunteer Leadership, and Regional Statewide Volunteer Symposia.

Grant funds will be utilized to purchase training materials and supplies, travel, facility rentals, and the services of guest speakers.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery. With grant funds directed toward developing, conducting, and delivering regional training services Statewide, the Department will increase individual, family, and community preparedness to respond to disasters and emergencies.

FISCAL IMPACT/FINANCING

There will be an Appropriation Adjustment to increase the Department's FY 2012-13 Patrol Budget in the amount of \$100,000 (Services and Supplies) to be fully offset by grant funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CaliforniaVolunteers requires that the attached Resolution be adopted by the Board as evidence of the Sheriff's authority to execute, on behalf of the County, the Agreement and all other necessary grant documents.

As required by the Agreement, the attached Resolution also indicates that the County shall indemnify, defend, and save harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of the Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the County in the performance of the Agreement.

Grant funding provided by CaliforniaVolunteers is provided from Federal Homeland Security resources provided by the California Emergency Management Agency Homeland Security Grant Program, and, as such, the Agreement requires the County to comply with all Federal and State requirements governing the Homeland Security Grant Program.

This Board letter has been reviewed and the Resolution has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will have a positive impact on the current services for the Department and other agencies by training volunteers in law enforcement programs and the public in neighborhood watch; and making communities safer, stronger, and better prepared to respond to disasters and emergencies.

CONCLUSION

Upon the Board's approval, please return two individually certified copies of the adopted Board letter and two originally executed copies of the Resolution to the Department's Grants Unit.

Sincerely,



LEROY D. BACA

Sheriff

LDB:JAT:jt

Enclosures

**RESOLUTION
OF
LOS ANGELES COUNTY BOARD OF SUPERVISORS**

WHEREAS, the County of Los Angeles desires to undertake a certain project designated as the Los Angeles County Sheriff's Department's Field Operations Region II, Community/Law Enforcement Partnership Program Unit's training series to provide law enforcement and general volunteer training sessions to be financed with funds made available through the State of California, CaliforniaVolunteers, from Federal Homeland Security resources.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Los Angeles is authorized to execute, on behalf of Los Angeles County and the Los Angeles County Board of Supervisors, Standard Agreement Number CV12-007 to accept \$100,000 from CaliforniaVolunteers, and to execute and submit all other necessary grant documents, including applications, amendments, modifications, agreements, augmentations, extensions, and renewals.

BE IT FURTHER RESOLVED that the Sheriff of the County of Los Angeles agrees to the funding terms and conditions of CaliforniaVolunteers, including any amendment thereof.

IT IS AGREED that, as required by Standard Agreement Number CV12-007, the County of Los Angeles shall indemnify, defend, and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of Standard Agreement Number CV12-

007 and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the County of Los Angeles in the performance of Standard Agreement Number CV12-007.

The foregoing Resolution was on the 7th day of November, 2012, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles



By Sachelle Amitherman
Deputy

APPROVED AS TO FORM
JOHN F. KRATTLI
County Counsel

By Michelle Jackson
Senior Deputy County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER CV12-007
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME OPR / California Volunteers
CONTRACTOR'S NAME Los Angeles County Sheriff's Department Community/Law Enforcement Partnership Program (CLEPP) Unit

2. The term of this Agreement is: Date upon DGS approval through **March 31, 2013**

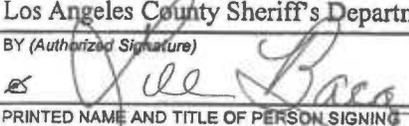
3. The maximum amount of this Agreement is: **\$ 100,000.00**
 One Hundred Thousand dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Payment Provisions and Budget Detail	2 page(s)
Exhibit C* – General Terms and Conditions www.ols.dgs.ca.gov/Standard+Language	GTC 610
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
Exhibit E – Standard Assurances and Certifications (Attached hereto as part of this agreement)	12 page(s)
Exhibit F* – Homeland Security Grant Program http://www.fema.gov/pdf/government/grant/2010/fv10_hsgp_kit.pdf	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Los Angeles County Sheriff's Department CLEPP Unit		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Leroy D. Baca, Sheriff		
ADDRESS 4700 Ramona Blvd., Suite 144, Monterey Park, CA, 91754		
STATE OF CALIFORNIA		
AGENCY NAME California Volunteers		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Baker, Secretary of Service and Volunteering		
ADDRESS 770 L Street, Suite 1160, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

APPROVED AS TO FORM.
 JOHN F. KRATTLI
 County Counsel

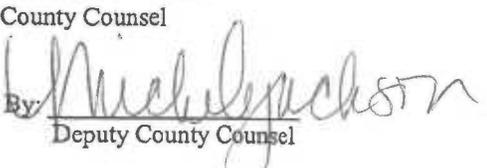
By: 
 Deputy County Counsel

EXHIBIT A
Scope of Work

PURPOSE OF CONTRACT

CaliforniaVolunteers is the administrator of the California Citizen Corps Program. As part of an ongoing effort to strengthen community preparedness and resilience, CaliforniaVolunteers secured funding to provide law enforcement and general volunteer trainings and symposia across the State of California. The purpose of these trainings is to make communities safer, stronger and better prepared to respond to disasters and emergencies. The contractor, Los Angeles County Sheriff's Department (LASD) Community/Law Enforcement Partnership Programs (CLEPP) Unit, has a Regional Community Policing Institute (RCPI), one of eight in the country and one of the two in California. LASD/RCPI will develop and/or conduct and deliver regional training services listed in section 5 of the scope of work.

SCOPE OF WORK

1. The contractor, Los Angeles County Sheriff's Department/CLEPP, agrees to provide, the following training series as described herein: Neighborhood Watch Training sessions, Volunteer Management Training sessions, Volunteer Leadership Training sessions, and Regional Statewide Volunteer Symposiums. These sessions will be held statewide and have the capacity to train 1,000 students and participants. See detail below in section 5.
2. The services shall be performed at various locations across the State of California.
3. The services shall be provided during the contract period, which is from the date of approval from Department of General Services (DGS) to March 31, 2013.
4. The project representatives during the term of this agreement will be:

State Agency: CaliforniaVolunteers	Contractor: Los Angeles County Sherriff's Department
Name: Sharron Leaon	Name: Natalie D. Salazar
Phone: (916) 327-1081	Phone: (323) 526-5015
Fax: (916) 445-8317	Fax: (323) 307-0935

Direct all inquiries to:

State Agency: CaliforniaVolunteers	Contractor: Los Angeles County Sherriff's Department
Section/Unit: Disaster Volunteering and Preparedness	Section/Unit: Community/Law Enforcement Partnership Programs Unit
Attention: Mike Staley	Attention: Deputy Wilson Lee
Address: 770 L Street, Suite 1160, Sacramento, CA 95814	Address: 4700 Ramona Blvd., Monterey Park, CA 91754
Phone: (916) 445-6687	Phone: (323) 526-5015
Fax: (916) 445-8317	Fax: (323) 307-0935

5. Description of Training:
 - I. **Neighborhood Watch Toolkit Training (8 Hours)**
 - a. Provide a minimum of three (3) courses within the State (1 Southern/1 Central/1 Northern)
 - b. Provided by National Sheriffs' Association (NSA) trained instructors.

EXHIBIT A
Scope of Work

- c. Provide NSA neighborhood watch toolkits to students.
- d. Approximately 40 students per class.

II. Basic Volunteer Management for Agency Coordinators (8 Hours)

- a. Provide a minimum of three (3) courses within the state (1 Southern/1 Central/1 Northern)
- b. Utilize the International Association of Chiefs of Police (IACP) and Volunteers in Policing (VIPS) materials.
- c. Incorporate subject matter experts (SMEs) statewide to provide a broad spectrum of experiences from small to large volunteer programs.
- d. Utilization of volunteers during difficult budgetary times.
- e. Approximately 40 students per class.
- f. RCPI-CA will submit course curriculum to California Peace Officers Standards and Training (P.O.S.T.) for course credit.

III. Volunteer Management for Supervisors for Emergencies and Disasters (8 Hours)

- a. Provide a minimum of three (3) courses within the state (1 Southern/1 Central/1 Northern).
- b. Utilize the previous California Volunteers (CV) grant course titled, "Law and Fire Disaster Volunteer Management for Supervisors."
- c. Provide current updates on the California Disaster Service Worker Volunteer Program (DSWVP).
- d. Incorporate of the California Disaster Corps program.
- e. Introduce to the Disaster Volunteer Network WebEOC-based platform.
- f. Approximately 40 students per class
- g. RCPI-CA will submit course curriculum to California Peace Officer's Standards and Training (P.O.S.T.) for course credit.

IV. Volunteer Leadership Training Course (8 Hours) – New Course in Development

- a. Provide a minimum of three (3) courses within the state (1 Southern/1 Central/1 Northern); may be combined with volunteer symposium as an additional day of training.
- b. Course for law enforcement/fire volunteers.
- c. Focused on volunteer team leaders.
- d. Identify leadership traits; verify paradigms, personal values, and organization loyalty.
- e. Understand and identify with concepts of power of authority relating to proactive and reactive issues.
- f. Course provided in an interactive workshop setting.
- g. Approximately 40 students per class.

V. Regional Statewide Volunteer Symposia

- a. Provide three (3) one day volunteer training symposia (1 Southern/1 Central/1 Northern).
- b. Potential to add a second day to one or more symposia based on available funding.
- c. Target Audience: Law enforcement volunteers and volunteer coordinators.
- d. Invite Tribal law enforcement agencies to participate.
- e. Include Subject Matter Experts (SMEs) presentations.

EXHIBIT A
Scope of Work

- i. Gordon Graham, risk management and motivational speaker
<http://www.gordongraham.com/>
- ii. Presenters from agencies to discuss and have a panel discussion on volunteer officer safety in a patrol setting.
- iii. Workshop on "Dealing with Difficult People"
- iv. Workshop on "Volunteer Leadership for Team Leaders"
- v. Workshop on "Crime Prevention Programs and Community Outreach Techniques."
- vi. Innovative volunteer program sharing between agencies.
- f. CaliforniaVolunteers office participation in event presentation.
- g. Solicit volunteer programs' highlights and services from within the focused region.
- h. Solicit participation from Fire Corps and VIPS to participate.
- i. Provide volunteers and coordinators with networking opportunities.
- j. Vendors and services for volunteer programs.
- k. Highlight program benefits and service to community.
- l. Approximately 125 attendees per symposium.

DELIVERABLES

1. LASD will provide to CaliforniaVolunteers for approval a course evaluation sheet that will be used at all trainings.
2. LASD will provide to CaliforniaVolunteers all course registration sheets signed by all participants.
3. LASD will compile and provide to CaliforniaVolunteers all course evaluation sheets completed by participants for each event listed in the Scope of Work.
4. LASD will provide to CaliforniaVolunteers a hard copy and electronic copy of a CD of all training material(s), PowerPoint(s), curricula(s), and relevant documents produced under this contract.

Grant Course/Symposium Registration and Marketing:

The Community/Law Enforcement Partnership Programs (CLEPP) Unit and RCPI-CA will utilize the updated RCPI-CA website for online course registration and management. Courses/Symposiums will be marketed statewide through existing agency resources, contacts, affiliated volunteer programs, internet services, teletype broadcasts and web based portals to the RCPI-CA website.

Fiduciary Responsibility

Grant administration will be overseen by the Director of the LASD's CLEPP Unit. The Director will assign and designate responsibilities between staff of both the CLEPP Unit and RCPI-CA for grant execution, reporting and assuring compliance with the grant guidelines as approved by the Grantor CaliforniaVolunteers and the Grantor (Los Angeles County Sheriff's Department Community/Law Enforcement Partnership Programs Unit).

EXHIBIT B

Payment Provisions and Budget Detail

PAYMENT PROVISIONS

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- b) Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Volunteers
Attn: DVP Contracts
770 L Street, Suite 1160
Sacramento, CA 95814

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

BUDGET DETAIL

See budget table on page 2 and 3.

Los Angeles County Sheriff's Department Community/Law Enforcement Partnership Program

EXHIBIT B
Payment Provisions and Budget Detail

Los Angeles County Sheriff's Department Community/Law Enforcement Partnership Program - Budget Detail		
Category	Cost Calculation	Cost
Volunteer Symposiums		
<i>Travel</i>	Northern California: (\$110 hotel + \$75 per diem + \$365 flight + \$150 Mileage/Parking/Car Rental) x 4 trainers Central California: (\$100 hotel + \$75 per diem + \$200 Mileage/Parking/Car Rental) x 4 trainers Southern California: (\$150 hotel + \$75 per diem + \$200 Mileage/Parking/Car Rental) x 4 trainers	\$ 6,000
<i>Training Supplies and Equipment</i>	(\$3 DVD/CD + \$26 Manuals + \$2 Certificate + \$7 Printing Materials + \$2 Mailings) x 3 trainings x 125 students	\$ 15,000
<i>Facility Rental</i>	\$291.67 per hour x 24 hours	\$ 7,000
<i>Audio Visual</i>	\$500 per hour x 24 hours	\$ 12,000
<i>Staff/Speakers/Presenters</i>	2 speaker X \$4,000 X 3 Volunteer Symposiums	\$ 24,000
	Subtotal	\$ 64,000

Volunteer Leadership Course		
<i>Travel</i>	Northern California: (\$110 hotel + \$40 per diem + \$365 flight + \$100 Mileage/Parking/Car Rental) x 2 trainers Central California: (\$100 hotel + \$40 per diem + \$150 Mileage/Parking/Car Rental) x 2 trainers Southern California: (\$150 hotel + \$40 per diem + \$155 Mileage/Parking/Car Rental) x 2 trainers	\$ 2,500
<i>Training Supplies and Equipment</i>	(\$20 Manuals + \$5 Printing Materials) x 3 trainings x 40 students	\$ 3,000
<i>Facility Rental</i>	\$62.50 per hour x 24 hours	\$ 1,500
<i>Audio Visual</i>	\$125 per hour x 24 hours	\$ 3,000
	Subtotal	\$ 10,000

Volunteer Management Course for Supervisors		
<i>Travel</i>	Northern California: (\$110 hotel + \$40 per diem + \$365 flight + \$100 Mileage/Parking/Car Rental) x 2 trainers Central California: (\$100 hotel + \$40 per diem + \$150 Mileage/Parking/Car Rental) x 2 trainers Southern California: (\$150 hotel + \$40 per diem + \$155 Mileage/Parking/Car Rental) x 2 trainers	\$ 2,500
<i>Training Supplies and Equipment</i>	(\$20 Manuals + \$5 Printing Materials) x 3 trainings x 40 students	\$ 3,000
<i>Facility Rental</i>	\$62.50 per hour x 24 hours	\$ 1,500
<i>Audio Visual</i>	\$125 per hour x 24 hours	\$ 3,000
	Subtotal	\$ 10,000

EXHIBIT B
Payment Provisions and Budget Detail

Basic Volunterr Management Course for Agency Coordinators		
<i>Travel</i>	Northern California: (\$110 hotel + \$40 per diem + \$365 flight + \$100 Mileage/Parking/Car Rental) x 2 trainers Central California: (\$100 hotel + \$40 per diem + \$150 Mileage/Parking/Car Rental) x 2 trainers Southern California: (\$150 hotel + \$40 per diem + \$155 Mileage/Parking/Car Rental) x 2 trainers	\$ 2,500
<i>Training Supplies and Equipment</i>	(\$20 Manuals + \$5 Printing Materials) x 3 trainings x 40 students	\$ 3,000
<i>Facility Rental</i>	\$62.50 per hour x 24 hours	\$ 1,500
<i>Audio Visual</i>	\$125 per hour x 24 hours	\$ 3,000
	<i>Subtotal</i>	\$ 10,000

Neighborhood Watch Toolkit		
<i>Travel</i>	Northern California: (\$110 hotel + \$40 per diem + \$365 flight + \$100 Mileage/Parking/Car Rental) x 1 trainer Central California: (\$100 hotel + \$40 per diem + \$150 Mileage/Parking/Car Rental) x 2 trainers Southern California: (\$150 hotel + \$40 per diem + \$115 Mileage/Parking/Car Rental) x 1 trainer	\$ 1,500
<i>Training Supplies and Equipment</i>	(\$12.50 Manuals) x 3 trainings x 40 students	\$ 1,500
<i>Facility Rental</i>	\$41.67 per hour x 24 hours	\$ 1,000
<i>Audio Visual</i>	\$41.67 per hour x 24 hours	\$ 1,000
<i>Staff/Speakers/Presenters</i>	1 Speaker X \$333.33 X 3 Volunteer Symposiums	\$ 1,000
	<i>Subtotal</i>	\$ 6,000
Total Budgeted		\$ 100,000

EXHIBIT D
Special Terms and Conditions

1. Contract Funding

This contract is being provided from funds provided to CaliforniaVolunteers (CV) from Federal Homeland Security resources provided by the California Emergency Management Agency (Cal EMA) Homeland Security Grant Program (HSGP) under Grant # 2010-0085, Cal EMA ID 000-92297, CFDA #97.067.

As such, contractors must follow all rules, requirements, and restrictions associated with the federal funding. Detailed information on the federal requirements can be found at:

http://www.fema.gov/pdf/government/grant/2010/fy10_hsqp_kit.pdf

2. Assurances and Certifications

Contractor agrees with Standard Assurances for persons/organizations receiving federal dollars and the Contractor Certification Clauses. The assurances and certification are attached as Exhibit E.

3. Catalog of Federal Domestic Assistance (CFDA) Information

The federal funding provided to a contractor under this agreement can be identified by the following:

CFDA Number:	97.067
Federal Grantor Agency:	U.S. Department of Homeland Security
Pass -Through Agency:	California Emergency Management Agency
Program Title:	FY10 Homeland Security Grant Program

4. Compliance with State & Federal Requirements

By entering into this agreement, the contractor agrees to comply with all federal and state requirements governing the Homeland Security Grant Program, including but not limited to Homeland Security Grant Program Guidance (Exhibit F), all applicable federal regulations, and all applicable federal Office of Management and Budget (OMB) Circulars, memoranda, and guidance. Contractor shall be responsible for compliance with all applicable federal requirements, whether specifically referenced in this Agreement or not.

Standard Financial Requirements

Code of Federal Regulations

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

Office of Management and Budget Circulars

http://www.whitehouse.gov/omb/circulars_default

5. Record Documentation, Verification and Retention

The contractor must maintain documentation for three years following the end date of this Agreement, as required in OMB Circular A-133, or for a longer period of time if indicated by CaliforniaVolunteers in communication regarding the grant closeout.

Contractors must provide backup documentation for expenditures occurred during the grant reporting period for which reimbursement is requested. Specifically, backup documentation for personnel costs must include a copy of staff timesheets or other documentation detailing the personnel expenditures. For travel expenses and other supplies include a copy of an invoice or receipt.

EXHIBIT D
Special Terms and Conditions

6. Consideration

The total amount payable for the contractor (hereafter and above referred to as Contractor) under this Agreement shall not exceed \$100,000. The consideration paid to the contractor shall be in compensation for the contractor's expenses, as approved in Exhibit B, "Payment Provisions and Budget Detail".

All grant funds must be expended by the end of the performance period (see #7). If contractor does not anticipate expending all grant funds within 60 days of the end of the performance period, contractor is required to notify CaliforniaVolunteers by submitting a letter signed by an authorized agent. Upon receipt of the letter CV will disencumber the funds identified by the contractor.

7. Performance Period

The Performance Period will be from the date upon DGS approval through March 31, 2013.

Contractors must have a fully executed contract in place prior to incurring any costs. If a contract is not in place by the start of the performance period indicated in this section, the program start date will be the date the contract is fully executed as indicated by the signatures on the contract.

8. Scope of Work

For the purposes of this agreement, the Scope of Work shall be deemed to include Exhibit A.

9. Budget Revisions

Any changes to the budget included in Exhibit B, "Payment Provisions and Budget Detail" that would result in a shift of funds between line items within a funding category in an amount equal to or greater than 10 percent of that line item must receive written approval from CV prior to the expenditure of these funds. Any changes that would move funds between project categories (e.g. from "Planning" to "Training") must receive prior written approval from CV. Moving funds between categories may require CV to obtain approval from Cal EMA before approving any contractor change. If requesting a change between project categories the contractor should assume that it could take at least 60 days to receive approval from all parties. In no instance may a budget revision result in a net increase in the total amount of funds provided by this grant.

Failure to receive prior approval for budget revisions may result in invoices being held until the budget changes are resolved and/or nonpayment for expenditures made without an approved budget revision.

10. Notification of Contractor Staff Changes

Contractors are required to notify CV of any key program or organizational staff changes within 14 working days of when the change occurs. Failure to provide notification on key partner and program or organizational staff changes will be noted and, in addition to any other contractual consequences, may become a factor in evaluating organizational capacity for future grant making processes.

11. Monitoring Actions

CV as well as other state and federal agencies shall have the right to monitor the contractor's performance in accordance with this contract. CV may monitor the contractor for both program and fiscal compliance. Such monitoring may result in a contractor being required to repay funds found to be used inappropriately and/or develop and implement corrective action plan(s) to address issues or deficiencies found as a result of monitoring. Failure to comply with these requirements may result, at CV's discretion, in the withholding of payments until such time as the requirements are met, in addition to any other contractual consequences.

EXHIBIT D
Special Terms and Conditions

Contractor is required to fill out and return the Organizational Self-Assessment form regarding your organization's policies and procedures, fiscal management, and capacity to manage grant funds from CaliforniaVolunteers.

12. Allowable Costs or Grant Eligible Activities and Costs

All costs must be directly related to the creation and management of a project design which will yield deliverables and goals as listed in Exhibit A, "Scope of Work" and adhere to the federal requirements (see #1).

Allowable costs can only be associated with those allowed through the Homeland Security Grant Program under the categories of "Planning," "Training", "Equipment," and "Exercise". Through this grant, CV has already identified the grantee activities and deliverables as allowable costs. Contractors must separately track all expenses by category and will be required to report expenditures by category and line item when invoicing.

13. Payments

In consideration of the services specified in the Exhibit A, CV will reimburse the contractor for approved, budgeted expenditures that have already been incurred. The contractor may not request funds for expenses that have not yet been paid.

Contractor is required to fill out and return the Payee Data Record (STD. 204) form when receiving payment from the State of California in lieu of IRS W-9.

Invoices must be submitted in the format and level of detail specified by CV. Invoices should be mailed to:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

Invoices may be submitted as frequently as monthly or bi-monthly, but not less than bi-monthly. Invoices must be accompanied by a progress report (see #16).

Invoices will not be processed for payment until they are determined by CV to include complete and correct information in the format required. When errors are identified on invoices submitted, CaliforniaVolunteers will return the invoice to the contractor for correction. CV may withhold payment from contractors if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

The contractor is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the contractor by CV.

CV must receive all final invoices and final closeout documents (See #14) by April 19, 2013 or reimbursement will be jeopardized.

14. Contract Closeout Requirements

At the end of each performance period the contractor will be required to provide CV with documentations of the completion of program and fiscal requirements for the grant. These documents include the final progress report, final invoice, deliverables specified in Exhibit A and other documents that CV may determine are

EXHIBIT D
Special Terms and Conditions

necessary to meet Cal EMA or DHS grant requirements. This allows both CV and the contractor to evaluate the program management and review program compliance. CV will withhold payment of the final invoice until all closeout documents are received.

15. Travel

Contractor travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Personnel Administration (DPA) for excluded state employees. These rates and policies can be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the contractor home or headquarters.

If the contractor has different reimbursement rates for their employees, from those established by DPA, those rates may be used as long as they do not exceed the rates established by DPA.

Contractors must request and receive prior approval from CV for out-of-state travel with grant funds.

16. Communication

In order to further identify the contractor as a grantee of CV, all printed materials must reference the CV name and/or logo including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities. The contractor must also include the following on all printed materials: "Supported with funds provided by the U.S. Department of Homeland Security - Grant # 2010-0085, Cal EMA ID 000-92297".

All contractors must include a link from the "home page" of their web site to www.CaliforniaVolunteers.org.

17. Subcontracts

Contractors may enter in subcontracts, if included in the approved budget, to carry out the provisions of this Agreement.

Should the contractor enter into a subcontract, the Contractor shall:

- A. Remain liable for the performance of the terms and conditions of this Agreement.
- B. Assure that subcontractors comply with the requirements set for under Grant Guidelines
- C. Provide to the State, within 30 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D. Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the Contractor or subcontractor upon request during usual working hours.
- E. Place on each of its subcontractors a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after the final payment under this agreement."
- F. Notify the State in writing within 30 days if any subcontractor under this Agreement is suspended or terminated. Additionally, in such a notice Contractor shall identify how the suspension or termination will impact the Contractor's budget and Scope of Work.

EXHIBIT D
Special Terms and Conditions

- G. Provide written notice to each subcontractor within 5 days from the date this Agreement is terminated or the date the State suspends this Agreement.
- H. Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the Grant Guidance.

18. Compliance with Rules, Regulations, and Procedures

Activities of Contractors with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, and the FY 2010 Homeland Security Grant Program Guidance (Exhibit F).

The contractor has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of CV. The contractor is accountable to CV for its implementation of this Grant and the use of federal funds. The Contractor shall notify the appropriate CV representative immediately of any developments or delays that have significant impact on grant activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the contract or Contractor. The contractor will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The contractor must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient. The Department of Homeland Security Office of Inspector General can be contacted at:

DHS Office of Inspector General/MAIL STOP 2600
Attention: Office of Investigations - Hotline
245 Murray Drive, SW, Building 410
Washington, DC 20528

19. Additional Guidance and Clarification

California Volunteers may from time to time issue communication to contractors transmitting additional guidance and/or clarification on activities or requirements related to the management of this grant. Contractors agree to comply with the guidance issued, and the terms and requirements of such communications are and will be incorporated into this Agreement, as if set out in full herein. In instances where the additional guidance issued after this Agreement is signed is in conflict with this Agreement, the guidance will take precedence.

20. Provisions for Federally Funded Contracts

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program or fiscal delays, which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds available to the State for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and if this reduces the amount of funds available for this program, this Agreement shall be amended to reflect such reduction.

EXHIBIT D
Special Terms and Conditions

The State has the option to void this Agreement under the 30 day cancellation clause or to amend this Agreement to reflect any reduction of funds.

21. State Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

22. Property Purchased with State or Federal Funds

Contractor assures that all supplies, materials, equipment or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Contractor assures that it shall exercise due care in the use, maintenance, protection and preservation of State owned property in Contractor's possession or any other property purchased by Contractor with State or Federal funds provided hereunder.

23. Address for the State

All notices, correspondence, and fiscal and programmatic reports submitted by the Contractor to the State pursuant to the terms of this Agreement shall be made by deposit in the U.S. Mail, first class, postage paid, and addressed as follows:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

All notices shall be deemed effective upon receipt by the State.

24. Audit Reports

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in *Government Auditing Standards, 2003 Revision*.

- A. A private, non-profit contractor shall submit to the State 1 copy of the required audit report within 9 months of the end of the Contractor's fiscal year. The audit reports are to be submitted to the following address:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

EXHIBIT D
Special Terms and Conditions

- B. Local governmental entities shall submit to the State one copy of the required audit report within 30 calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports must be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of the Contractor, the Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with the paragraph. Said required audit report shall be made available to the State.

25. Rights on Data

The State reserves the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

26. Definitions

Department of Homeland Security: The Federal department providing disaster preparedness grant dollars under the State Homeland Security Program and Urban Areas Security Initiative.

Office of Management and Budget (OMB): The Office of the President that oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies. In each of these areas, OMB's role is to help improve administrative management, to develop better performance measures and coordinating mechanisms, and to reduce any unnecessary burdens on the public.

Homeland Security Grant Program: is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks.

Contractor: for the purposes of this Agreement means the direct recipient of Federal funds granted by the State through this grant award. The terms and conditions of this grant award legally bind the Contractor.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
County of Los Angeles		95-6000927
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Leroy D. Baca, Sheriff		
<i>Date Executed</i>	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

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

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

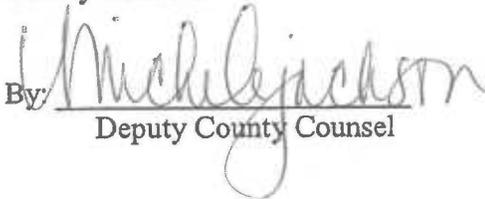
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By 
Deputy County Counsel

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APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: 
Deputy County Counsel

California Emergency Management Agency

FY09 Grant Assurances
(All HSGP Applicants)

Name of Applicant: County of Los Angeles/Los Angeles County Sheriff's Department
Address: 4700 Ramona Boulevard
City: Monterey Park State: CA Zip Code: 91754
Telephone Number: (323) 526-5000 Fax Number: (323) 415-1000
E-Mail Address: ldbaca@lasd.org

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

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 U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
4. 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, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
5. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
10. 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.
11. Agrees that, to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
13. 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.
14. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
15. Will comply with all Federal Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination 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 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

- j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
16. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 17. 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 ten thousand dollars (\$10,000) or more.
 18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
 20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

22. 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.

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

24. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

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

26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
27. 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).
28. 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.
29. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
30. 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.
31. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
32. 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.
33. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
35. 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.
36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
39. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
41. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current DHS Financial Management Guide.
42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2009 Homeland Security Grant

Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

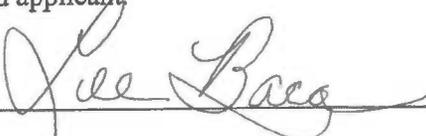
43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and 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.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee 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
 - i. Abide by the terms of the statement; and

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying 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.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

46. 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.

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

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

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Leroy D. Baca

Title: Sheriff Date: _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: 
Deputy County Counsel

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 770

DEPARTMENT OF SHERIFF

November 6, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2012-2013

4 - VOTES

SOURCES

USES

Sheriff's Department - Patrol Budget Unit
A01-SH-90-9031-15681-15682
Federal Grants \$100,000
Increase Revenue

Sheriff's Department - Patrol Budget Unit
A01-SH-2000-15681-15682
Services & Supplies \$100,000
Increase Appropriation

SOURCES TOTAL: \$ 100,000

USES TOTAL: \$ 100,000

JUSTIFICATION

Appropriation Adjustment to provide funding for the Sheriff's Department pursuant to a grant for California Volunteers, Standard Agreement Number #CV12-007, issued by the California Emergency Management Agency (Cal EMA) using Federal Homeland Security funding.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AUTHORIZED SIGNATURE Conrad Meredith, Director, Financial Programs

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

33 NOV 7 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- ACTION
RECOMMENDATION

- APPROVED AS REQUESTED
APPROVED AS REVISED

AUDITOR-CONTROLLER

BY Karen Shikuma
Oct 19 2012

CHIEF EXECUTIVE OFFICER

BY Guya Mattar
10/23 2012

B.A. NO. 023