



SUBRECIPIENT AGREEMENT

Jurisdiction: City of Los Angeles Harbor Department, Port Police Division, Acting by and through its Board of Harbor Commissioners

Title: FY 2012-14 Securing the Cities (STC) Grant Program

City Contract Number _____

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EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Requirements
- Exhibit E Grant Assurances

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF LOS ANGELES HARBOR DEPARTMENT, PORT POLICE DIVISION,
ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS

THIS SUBRECIPIENT AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles Harbor Department, Port Police Division, Acting by and through its Board of Harbor Commissioners (the “Subgrantee” or “Subrecipient”).

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through its Domestic Nuclear Detection Office (“DNDO” and along with DHS, collectively “Grantor”), has provided financial assistance to the City through the Grantor’s Securing the Cities Program Grant for the Los Angeles/Long Beach Urban Area (“LA/LB UA”) region (the “Grant”) to assist the City in developing a regional structure of law enforcement and first responder organizations to identify, prevent and respond to potential nuclear and radiological threats in the LA/LB UA (the “STC Program”); and

WHEREAS, the Grantor intends to provide such financial assistance to the City through the Grant in annual allocations of Grant funds for five (5) years (the “Grant Funds”) and has already provided annual allocations for Fiscal Year (“FY”) 2012 and FY 2013 in the amount of \$1,500,000 and \$9,900,000, respectively, such FY 2012 and FY 2013 allocations having been accepted by the Los Angeles City Council on November 5, 2013 (C.F. #13-1301); and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety (“Mayor’s Office”) to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Subrecipient has previously entered into a Memorandum of Understanding with the City memorializing Subrecipient’s participation in the STC Program and the Mayor’s Office’s administration of the STC Program; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.# 13-1301, dated 11/05/2013) to allow for the reimbursement by Grant Funds of certain personnel costs of Subrecipient and the use by Subrecipient of certain City equipment purchased by Grant Funds, all in accordance with the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Spring Street, Los Angeles, California 90012; and
- B. The City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles Harbor Department, Port Police Division, Acting by and through its Board of Harbor Commissioners having its principal office at 425 South Palos Verdes St., San Pedro, CA 90731.

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

Eileen Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, California 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
Eileen.Decker@lacity.org

- 2. The representative of the City of Los Angeles Harbor Department, Port Police Division, Acting by and through its Board of Harbor Commissioners shall be:

CONTACT: JILL TAYLOR
DEPARTMENT: HARBOR DEPARTMENT
ADDRESS: 425 PALOS VERDES STREET
PHONE: 310-732-7628
EMAIL: jtaylor@portla.org

With a copy to:

CONTACT: CHALON DOUGLAS
DEPARTMENT: HARBOR DEPARTMENT
ADDRESS: 425 PALOS VERDES STREET
PHONE: 310-732-3272
EMAIL: cdouglas@portla.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 accordance with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement. The provisions of this Section 103 shall not apply to Subrecipient if it is a proprietary department of the City.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment, attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit C and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- D. Certification Regarding Drug Free Workplace Requirements, attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from January 1, 2013 and end July 14, 2015 (the "Term"). Subrecipient shall cooperate with the City and Grantor in completing any necessary close out activities in connection with the Grant.

§202. STC Program and Use of Grant Funds

A. STC Program Participation

Subrecipient and the City previously entered into that certain Memorandum of Understanding setting forth certain terms and conditions of Subrecipient's participation in the STC Program (the "MOU"). As a participating agency in the STC Program, Subrecipient shall be reimbursed through Grant Funds for certain training and exercise-related personnel expenses and that Subrecipient shall have use of certain equipment purchased with Grant Funds, all in accordance with the terms and conditions of the Grant, this Agreement and the policies and procedures of the STC Program. In consideration therefore, Subrecipient agrees as follows:

1. Subrecipient shall comply with the terms and conditions of the MOU and this Agreement, and the policies and procedures of the STC Program as may be approved and adopted by the LA/LB UA Security Initiative ("UASI") Approval Authority (as may be required) and/or the majority of the participating agencies in the STC Program.
2. Subrecipient shall comply with the applicable Requirements (as such term is defined in Section 415) of the Grant and any Requirements promulgated by the Mayor's Office in connection with the administration of the Grant, including, without limitation, Requirements related to the reimbursement and auditing of expenses related to the use of Grant Funds and the procurement and use of all equipment, services and items purchased with Grant Funds.
3. Subrecipient shall designate an authorized representative to attend all general working group meetings of the STC Program and shall designate appropriate subject matter expert representatives to attend subcommittee meetings of the STC Program. Subrecipient shall make good faith efforts to minimize any absence of its representatives at such meetings.
4. Through its representatives to the STC Program, Subrecipient shall work with other participating agencies in the STC Program in developing the following plans for STC Program: (a) Operations Plan, (b) Multi-year Training and Exercise Plan, (c) Equipment Plan, and (d) Information Exchange Plan (collectively, the "Plans"). Subrecipient shall assist the Mayor's Office in developing the scope of projects associated with the Plans. Subrecipient shall also collaborate with other participating

agencies in the STC Program to develop appropriate implementation and sustainment plans for the Plans.

5. Subrecipient shall collaborate in good faith with other participating agencies in the STC Program in developing various protocols that will be adopted by the participating agencies of the STC Program. Such protocols shall include protocols for the detection, collection, dissemination, screening and reporting of information regarding possible radiological and nuclear threats or incidents in the LA/LB UA. Such protocols shall involve the notification of such threats or incidents to the Southern California Radiological Intake Center (“SCRIC”), DNDO, and the United States Department of Energy.
6. Subrecipient shall complete any required training and exercise as set forth in the Multi-year Training and Exercise Plan that is adopted by the STC Program and as may be required by the Grantor. Subrecipient shall timely complete and submit to DNDO any forms and reports required by DNDO under the Grant in connection with Subrecipient’s activities as a participant in the STC Program, including activities involving incident reporting, training, exercise, and operations.
7. Subrecipient shall not be reimbursed by Grant Funds or the City for any expenses incurred by it which is not approved by the Mayor’s Office and the Grantor and which is not strictly set forth in the budget for use of Grant Funds in the STC Program as such budget is approved by the Mayor’s Office and the Grantor. Subrecipient shall assist the Mayor’s Office in the development of such budget by, without limitation, submitting relevant cost information associated with proposed budget items.

B. Mayor’s Office Responsibilities

Subrecipient hereby acknowledges and agrees that the Mayor’s Office, as the primary applicant and recipient of the Grant, is the sole fiscal agent and lead agency with regards to the use of Grant Funds in the STC Program and that all fiscal and administrative matters (including the procurement of any services, goods or equipment) regarding the use of Grant Funds shall be managed and overseen by the Mayor’s Office. Subrecipient agrees to cooperate in good faith with the Mayor’s Office duties as fiscal agent and lead agency of the Grant, such duties to include, without limitation, the following:

1. Administration of the STC Program and the Grant, including the managing all fiscal operations and procurement activities involving Grant Funds.
2. Development and submission of applications to the Grantor for annual allocations of Grant Funds and serving as the primary point of contact for the STC Program with the Grantor.
3. Development of annual budgets for use of Grant Funds in the STC Program to be used in the STC Program.

4. Coordination of the distribution and licensing to Subrecipient of STC Program equipment, source materials, and training and exercise schedules.
5. Periodic inspections and audits of all STC Program related materials, equipment, records, documents, and other assets acquired by or related to the use of Grant Funds which may be in the possession or control of the Subrecipient.

C. Reimbursement of Training & Exercise-Related Personnel Expenses

As a participant in the STC Program, Subrecipient shall ensure that its designated representatives shall attend all training and exercises as required by the Grantor and as set forth in the STC Program's Multi-Year Training and Exercise Plan ("MYTEP") as adopted by a majority of the STC Program participants. Subrecipient shall have the right to participate in the development of the MYTEP through the participation of its designated representatives in the STC Program subcommittee tasked with the development of the MYTEP.

All Grant Funds allocated to the Subrecipient under this Agreement shall be disbursed ONLY for reimbursement of Subrecipient's personnel expenses associated with the attendance and participation of Subrecipient's designated representatives in any MYTEP training and/or exercise. All such reimbursements shall be in strict accordance with the STC Program budget for training and exercise reimbursement as approved by the Grantor and the Mayor's Office. Further, any such reimbursement shall be strictly limited to backfill and overtime costs directly resulting from Subrecipient's designated representative's attendance and participation at such MYTEP training and/or exercise and shall be reimbursed at a rate and amount as approved by the Mayor's Office and the Grantor ("Training Reimbursement"). Subrecipient shall prepare, track, maintain and submit to the Mayor's Office originally executed timesheets, time keeping documents, and any other supporting documentation, all in a form and manner as approved by the Mayor's Office and all as necessary to fully and accurately evidence time expended by Subrecipient's designated representatives in attending approved MYTEP trainings and/or exercises and the allowable expenses incurred by Subrecipient in connection with such attendance ("Expense Documentation"). All such Expense Documentation shall satisfy applicable Federal, State and City audit and review standards and requirements, shall be prepared at the sole expense and responsibility of Subrecipient, and shall be subject to examination pursuant to the provisions set forth in Section 415.R. herein. The Mayor's Office may request, in writing, changes to the content and format of such documentation at any time and it reserves the right to request additional supporting documentation to substantiate costs that are to be reimbursed with Grant Funds. All Expense Documentation must be submitted to the Mayor's Office within sixty (60) days after attendance/participation at the applicable MYTEP training and/or exercise in order to be eligible for reimbursement with Grant Funds.

D. Equipment and Materials Purchased with Grant Funds

The procurement of all equipment and materials acquired with Grant Funds ("Equipment") shall be the sole responsibility of the Mayor's Office, and title to such Equipment shall vest in the Mayor's Office as the primary recipient of Grant Funds. Equipment selected for purchase by the City with Grant Funds shall be in accordance with the STC Program Equipment Plan. Subrecipient shall have the right to participate in the development of such Equipment Plan through the participation of its designated representatives in the STC Program subcommittee tasked with the development of the Equipment Plan. As a participant in the STC Program, Subrecipient shall have the opportunity to use certain selected Equipment for Subrecipient's activities in the STC Program on a license-to-use basis with title remaining with the Mayor's Office ("License"), the selection of such Equipment to be made by a majority of the STC program participants and the LA/LB UASI Approval Authority. Subrecipient hereby agrees that, in the event Subrecipient is granted a License to use any Equipment, such License is made on the following terms and that Subrecipient shall comply with such terms:

1. Subrecipient shall be solely responsible for taking possession and transporting the Equipment from the City designated location to Subrecipient's premises and properly installing the Equipment for use at the Subrecipient's location approved by the Mayor's Office. Subrecipient shall be solely responsible for removing the Equipment from Subrecipient's premises and returning it to the City designated location.
2. Subrecipient shall be liable to the City for any and all liabilities, damages, claims and/or losses arising out of, or related to, Subrecipient's use and possession of the Equipment. For purposes of this Agreement, Subrecipient's possession of the Equipment shall commence at the time Subrecipient is given possession of the Equipment at a designated City location where the Equipment is stored and shall continue until such Equipment is returned back into the possession of the City at the designated City location where the Equipment is to be returned for City storage.
3. Subrecipient shall properly maintain, safeguard and inventory the Equipment in accordance with procedures prescribed and approved by the Mayor's Office, the STC Program Equipment Plan, and the regulations of the Grant, including the provisions set forth in 44 Code of Federal Regulations (CFR) Section 13.32(d). Proper maintenance shall include all calibration and repair of the Equipment necessary to maintain the Equipment in good working order. All maintenance, calibration and repair ("Maintenance") of the Equipment shall be coordinated through the Mayor's Office, shall require its prior written approval, and shall be undertaken only by appropriately licensed personal authorized and deemed qualified by the Mayor's Office.
4. Subrecipient shall timely and properly install the Equipment at Subrecipient's location as agreed to by the Mayor's Office. Subrecipient shall operate and use the Equipment strictly in connection with its activities in the STC Program and in a manner as approved by the

Mayor's Office. Subrecipient shall limit access to the Equipment (including access for maintenance and inspections) to personnel, time, place and manner as authorized in writing in advance by the Mayor's Office. Subrecipient shall not remove or cease operation of the Equipment from its pre-approved location without prior written authorization from the Mayor's Office. Any replacement of the Equipment shall be coordinated through the Mayor's Office and shall require its prior written approval, and Subrecipient's use of such replacement Equipment shall be subject to the same License terms as set forth herein.

5. Subrecipient shall have access to the City's Automated Capabilities Equipment ("ACE") database for the purpose of tracking Subrecipient's use of the Equipment. Subrecipient shall enter and update information and data related to the use and maintenance of the Equipment into the ACE database as required by the Mayor's Office, including information and data regarding the Equipment's location, operations, audits, inspections, maintenance, calibration, repair and replacement activities.
6. Subrecipient acknowledges and agrees that the Mayor's Office and the Grantor shall have the right to access and inspect the Equipment at Subrecipient's location at any time as may be deemed necessary by the Mayor's Office and/or the Grantor. Such access and inspection rights shall also include regularly scheduled monitoring visits by the Mayor's Office. Subrecipient shall cooperate with the Mayor's Office in coordinating all such monitoring visits.
7. In the event that any activities in connection with the Equipment requires the services of a third party vendor, the procurement of such services shall be executed solely by the Mayor's Office. In no event shall any expenses incurred in connection with any activities of the Equipment (maintenance, installation, removal, replacement or otherwise) be reimbursed with Grant Funds if such activities are undertaken on any equipment other than Equipment as so defined in this Agreement or if such activities are undertaken without the prior written consent of the Mayor's Office and in a manner inconsistent with the provisions set forth in this Agreement.
8. This Equipment License may be terminated (a) upon Subrecipient's breach of any of the License terms set forth herein, (b) upon Subrecipients breach of any terms of this Agreement or the terms of the MOU, (c) upon Subrecipient's withdrawal or termination of participation from the STC Program, (d) or at any time at the sole discretion of the Mayor's Office upon thirty (30) days written notice. Within thirty (30) days from the date the License is terminated, Subrecipient shall return the licensed Equipment to the City at the City's designated location.

E. Source Materials

As part of the STC Program, the Mayor's Office shall obtain from DNDO certain low-grade radiological materials for use in training and exercise activities ("Source Materials") related to the STC Program. These Source Materials may be stored at various sites controlled by participating agencies in the STC Program. If a site controlled by the Subrecipient is selected to store Source Materials, Subrecipient agrees to comply with STC Program requirements regarding certification and training of Radiation Safety Officers and DNDO regulations regarding the handling, storage and security of Source Materials. The Mayor's Office shall work cooperatively with Subrecipient to execute any agreements or instruments necessary to allow for the proper handling, storage, security and use of Source Materials at Subrecipient's site(s) in connection with the STC Program.

[THIS SECTION INTENTIONALLY LEFT BLANK]

III.
PAYMENT

§301. Reimbursement of Grant Funds and Method of Payment

- A. The City of Los Angeles shall reimburse Subrecipient from Grant funds for personnel expenses incurred by Subrecipient in connection with STC Program training and exercise activities as described in Section 202 above. Such reimbursement shall, in no event, exceed Eighty-Eight Thousand Nine Hundred Dollars (\$88,900.00), which represents the maximum reimbursement amount allocated to Subrecipient and approved by the Mayor's Office and the Grantor for Grant allocations for Fiscal Year 2012 and 2013.
- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time.
- C. Payment of final invoices shall be withheld by the City until the Mayor's Office has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement 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 "Subrecipient" 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 Subrecipient 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, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

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 parts, terms or provisions of this Agreement 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 as provided for herein.

§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 as described in §404 herein, 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

Subrecipient 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

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

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

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§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 Sections 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. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall 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. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in

whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of 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 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures and Confidentiality

Subrecipient agrees to keep all information exchanged or provided through the STC Program strictly confidential, including any confidential, proprietary or non-public information, including sensitive security information (as defined by 49 CFR Part 1520). Subrecipient agrees to discuss with City in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom. In the event Subrecipient receives a request from a third party for information provided to them as part of the STC Program, Subrecipient shall afford the City and the other participants of the STC Program an opportunity to seek an appropriate protective order. However, in the absence of a protective order and the Subrecipient is, in the opinion of its counsel, compelled to disclose the information under threat of liability or violation of federal or state law, or contempt or other censure or penalty, disclosure of such information may be made by the Subrecipient.

§413. 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 contracts and subcontracts, including procurement, construction and personal services. In accordance with Grantor directives, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

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." Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with Applicable Regulations and Statutes

Subrecipient shall comply with all applicable requirements of federal, state, county and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant as they may apply to the Subrecipient as a recipient of federal funds under this Agreement ("Requirements"). Some of these Requirements are set forth in the *DHS Standard Terms and Conditions* located at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> and the *Cooperative Agreement Terms and Conditions* issued by the DHS Grants and Financial Assistance Division in connection with the Grant. These Requirements also include, without limitation, the following:

A. Administrative Requirements

Subrecipient shall comply with the Requirements set forth in the following, as applicable: Office of Management and Budget ("OMB") Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) as codified in Title 44, Code of Regulations ("CFR") Part 13; OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) as codified in 2 CFR Part 215; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); OMB Standard Form 424B Assurances – Non-construction Programs.

A. Audit Requirements

Subrecipient shall comply with the Requirements set forth in the following, as applicable: The Single Audit Act of 1984, as amended; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); Los Angeles City Council action dated February 4, 1987 (Council File #84- 2259-S1).

C. Cost Principles

In expending federal Grant funds, or seeking reimbursement for costs from federal Grant funds, Subrecipient shall comply with the Requirements for allowable costs/cost principles as set forth in the following, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions) as codified in 2 CFR Part 220; OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) as codified in 2 CFR Part 225; OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified in 2 CFR Part 230; and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit

Organizations); 48 CFR Part 31.2, Federal Acquisition Regulations (FAR) *Contracts with Commercial Organizations*; Improper Payments Information Act (“IPIA”) of 2002, as amended, (Public Law 107-300); and Cash Management Improvement Act (“CMIA”) of 1990, as amended and codified in 31 CFR Part 205.

D. Americans with Disabilities Act and Related Requirements

Subrecipient hereby certifies that it shall comply with the applicable Requirements of the following: Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations; the Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325) and all subsequent amendments thereto (“ADAAA”); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended (“the Rehab Act”); 24 CFR Parts 8 and 9 relating to non-discrimination based on handicap; the Uniform Federal Accessibility Standards set forth in 24 CFR Part 40 (“UFAS”); the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.*, and all its implementing regulations, including those set forth in 24 CFR Parts 100, 103 and 104 (“FHA”). Subrecipient will provide, as applicable, 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 ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments thereto. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Subrecipient shall ensure that any contract entered into by the Subrecipient (or any subcontract thereof) related to the use of Grant funds, to the extent allowed hereunder, be subject to the provisions of this paragraph.

E. Political and Sectarian Activity Requirements

Subrecipient shall comply with all applicable lobbying restriction Requirements set forth in 31 U.S.C. §1352, *et seq.*, and political activity restriction Requirements set forth in the Hatch Act, 5 U.S.C. § 1501-1508, as amended. Subrecipient agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.

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

F. Labor Requirements

Subrecipient shall comply with all applicable Requirements regarding labor, wages, work hours, and conditions of employment, including, without limitation, the following: Executive Order (“EO”) 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by EO 11375 of October 13, 1967, and as supplemented by Department of Labor (“DOL”) regulations in 41 CFR Part 60; the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by DOL regulations in 29 CFR Part 5; the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by DOL regulations in 29 CFR Part 3; and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations in 29 CFR Part 5.

G. Civil Rights and Related Requirements

Subrecipient shall comply with all applicable Requirements regarding civil rights and nondiscrimination, including, without limitation, the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), as amended, which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity received Federal financial assistance; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development regulations in 24 CFR Part 100, which prohibits recipients of Federal funds from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act), as amended (20 U.S.C. § 1681 *et seq.*, codified in 44 CFR Part 19), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; and EO 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency,” which prohibits discrimination on the basis of limited English proficiency (“LEP”) and requires

recipients of Federal funds to take reasonable step to ensure that LEP persons have meaningful access to the recipients' programs, which may include providing language assistance services, including oral and written translation, where necessary.

H. Environmental, Energy Efficiency and Preservation Requirements

Subrecipient shall comply with all applicable environmental, energy efficiency and historic preservation Requirements, including, without limitation, the following: the Clean Air Act of 1970 (42 U.S.C. §7401 *et seq.*); the Clean Water Act of 1977 (33 U.S.C. §1251 *et seq.*); EO 11738 of September 10, 1973, entitled "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans"; the National Environmental Policy Act ("NEPA"), as amended (42 U.S.C. §4331 *et seq.*); the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470 *et seq.*); the Endangered Species Act of 1973, as amended (16 U.S.C. §1531 *et seq.*); EO 11988 of May 24, 1977, entitled "Floodplain Management"; EO 11990 of May 24, 1977, entitled "Protection of Wetlands"; EO 12898 of February 11, 1994, entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; Section 1306(c) of the National Flood Insurance Act, as codified in 44 CFR Part 63; the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 *et seq.*), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities unless certain insurance program requirements are met; the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (44 CFR Part 9); Environmental Protection Agency regulations set forth in 40 CFR Chapter 1; Standards and Policies relating to energy efficiency.

I. Human and Animal Research Requirements

Subrecipient shall comply with all applicable Requirements related to the research, handling, care and protection of human and animal research subjects, including, without limitation, the following: the Animal Welfare Act, as amended (7 U.S.C. §2131 *et seq.*) and associated regulations set forth in 9 CFR Chapter 1, Subchapter A; the Public Health Service *Policy on Humane Care and Use of Laboratory Animals* (which adopts the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research and Training*, 50 FR 20864, May 20, 1985); the National Research Council *Guide for the Care and Use of Laboratory Animals*; the Federation of Animal Science Societies *Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching*; any additional Requirements set forth in DHS Directive 026-01 regarding the Care and Use of Animals in Research; Requirements set forth in 45 CFR Part 46, Subparts A-D; DHS Directive 026-04 entitled "Protection of Human Subjects" and any related DHS policies and instructions.

Subrecipient shall not initiate any activities contemplated under this Section or execute modifications to any such approved activities until all documentation and forms required by the Grantor pursuant to Requirements set forth in this Section is duly submitted to and approved by the Grantor.

J. USA Patriot Act of 2001

Subrecipient shall comply with the applicable Requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c, which, among other things, prescribes criminal penalties for possession of any biological agent, toxin or delivery system not justified under the regulations and which establishes restrictions on access to specified materials.

K. Fly America Act of 1974

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

L. Trafficking Victims Protection Act of 2000

Subrecipient shall comply with the applicable Requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104 *et seq.*, 2 CFR Part 175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;

(b) Procure a commercial sex act during the period of time that the Grant award is in effect; or

(c) Use forced labor in the performance of the award or subaward under this Grant award.

Subrecipient understands and agrees that the City and the Grant may terminate any award of Grant funds, or reimbursement of expenses through Grant funds, if Subrecipient is found to have violated the TVPA.

M. Hotel and Motel Fire Safety Act of 1990

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

N. Activities Conducted Abroad

Subrecipient shall comply with the Requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

O. Drug-Free Workplace Requirements

Subrecipient shall comply with applicable Requirements related to maintaining a drug-free workplace, including, without limitation, the following: the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*), codified in 2 CFR 3001; the California Drug-Free Workplace Act of 1990 (Government Code §§ 8350-8357). Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Subrecipient shall also notify the City if an employee of the Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

P. Suspension and Debarment Requirements

Subrecipient shall comply with the applicable Requirements set forth in Executive Orders 12549 and 12689, which provides protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof).

Q. Requirements of Collection and Use of Personally Identifiable Information

Subrecipient shall comply with applicable Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at

http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spil_handbook.pdf. In collecting PII, Subrecipient shall have a publicly-available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

R. Records, Reports and Access Requirements

All books, documents, papers or other records, electronic or otherwise, related to this Agreement and the Grant, including all financial records, invoices, materials, statistical records, payrolls, personnel records, and supporting documents (collectively, "Records"), in their original form, shall be maintained in accordance with Requirements prescribed by the City and Grantor and retained for a period of four (4) years after termination of this Agreement; provided, however, that if any litigation, dispute or audit is started before the expiration of such 4-year period, Records shall be retained until all litigation, dispute or audit findings involving the Records have been resolved and final action taken. In the case of Records related to real property or equipment acquired with Grant funds, such Records shall be retained for three (3) years after final disposition of such real property or equipment. Subrecipient agrees to comply with Grantor directions to transfer certain Records to Grantor custody or continue to retain such Records beyond the time set forth herein when Grantor determines that the Records possess long term retention value or the Records are continuously needed for joint use. Records shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

Subrecipient agrees that the Grantor, the City, the Office of the Inspector General of the United States, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to all Records in order to make audits, examinations, excerpts, transcripts and copies of such Records. This right shall also include timely and reasonable access to Subrecipient's facilities and personnel for the purpose of interview and discussion related to such Records. The rights set forth herein shall last for as long as the Records are retained.

Subrecipient agrees that the Grantor and the City, through their respective authorized representatives, each has the right, at all reasonable times, to make site visits to review Grant-related project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Grantor and/or the City on the premises of the Subrecipient, the Subrecipient shall provide all reasonable facilities and assistance for the safety and convenience of the Grantor and/or City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Subrecipient agrees to submit timely, complete and accurate financial and performance reports to appropriate Grantor and City representatives as may be requested and as may be required under the Grant and to maintain appropriate backup documentation to support such reports. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor and/or the City in connection with Subrecipient's use of Grant Funds.

The provisions of this Section shall survive the termination of this Agreement.

S. Energy Policy Requirements

Subrecipient shall comply with all applicable Requirements related to energy policy and conservation, including, without limitation, the mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163), as amended.

T. Biological/Chemical Defense, Biological Laboratory, and Life Sciences Dual Use Research Requirements

Subrecipient shall conduct all biological and chemical defense research, development and acquisition projects in compliance with all arms control agreements and regulations of the United States, such Requirements to include, without limitation, the following: the Chemical Weapons Convention; the Biological Weapons Convention; DHS Directive 041-01 entitled "Compliance With, and Implementation of Arms Control Agreement." Subrecipient shall conduct all biological laboratory work in compliance with applicable Requirements, including, without limitation, the following: the latest edition of the Center for Disease Control/National Institute of Health *Biosafety in Microbiological and Biomedical Laboratories*; DHS Directive 066-02 regarding Biosafety; and any local institutional policies that may apply to Subrecipient facilities performing work under this Grant.

Subrecipient shall identify, report and conduct any research involving life sciences dual use research of concern (as defined by the United States Government *Policy for Oversight of Life Sciences Dual Use Research of Concern*) in compliance with all applicable Requirements, including, without limitation, DHS Directive 026-08 entitled "Oversight of Life Sciences Dual Use Research of Concern" and any additional Requirements set forth in related DHS policies and instructions.

Subrecipient shall not initiate any activities contemplated under this Section or execute modifications to any such approved activities until all documentation and forms required by the Grantor pursuant to Requirements set forth in this Section is duly submitted to and approved by the Grantor.

U. U.S. Export Controls Requirements

In performing all Grant supported activities, Subrecipient shall comply with all applicable Requirements related to United States export control regulations, including, without limitation, the following: the Export Administration Regulations; the International Traffic in Arms Regulations; the Office of Foreign Assets Control Regulations. Subrecipient shall ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data or other controlled information to a non-U.S. person or entity.

V. Terrorist Financing Prohibition

Subrecipient shall comply with all Executive Orders and other Requirements which prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. These Requirements include, without limitation, EO 13224.

W. Sub-Awards and Executive Compensation Disclosure

Subrecipient shall comply with the applicable Requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

X. Inventions, Patents, Copyrights and Data Rights Requirements

1. If any project of Subrecipient funded under this Agreement 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, Subrecipient 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 Grantor, Grantor shall determine whether to seek protection on the Invention. 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 following Requirements, without limitation: 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); government-wide regulations issued by the U.S. Department of Commerce codified in 37 CFR Part 401; EO 12591 dated April 10, 1987; EO 12618 dated December 22, 1987. Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds. City and 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 Invention developed under this Agreement.
2. When copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor, at its discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor and the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material

so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant. All publications produced with funding from Grant Funds which are submitted for publication in any magazine, journal, or trade papers shall carry statements of acknowledgment and disclaimers as required by the Grantor under the Grant Requirements.

3. The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "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. 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)).
4. Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts. The provisions of this Section X shall survive termination of this Agreement.

Y. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

V.
DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

Should Subrecipient 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 Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and 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. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-seven (27) pages and four (4) Exhibits which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney Steven H. Hong</p> <p>Date _____</p>	<p>THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By: _____ Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>For: City of Los Angeles Harbor Department, Port Police Division, Acting by and through its Board of Harbor Commissioners</p> <p>By _____</p> <p>Date _____</p>
<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By  _____ Deputy City Attorney</p> <p>Date <u>1/20/15</u></p>	<p>ATTEST:</p> <p>By _____ Secretary</p> <p>Date _____</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: 13-1301 Date of Approval November 5, 2013
 City Contract Number: _____