

SUBRECIPIENT AGREEMENT

Contractor: County of San Bernardino

Title: FY 2007/2008 Regional Catastrophic Preparedness Grant Program

City Contract Number _____

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE COUNTY OF SAN BERNARDINO

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 County of San Bernardino, a political subdivision of the State of California (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office of Grants and Training ("G&T") has provided financial assistance to the Los Angeles/Long Beach/Riverside Urban Area ("LA/LB/R UA") through the Fiscal Year ("FY") 2007/2008 Regional Catastrophic Preparedness Grant Program ("RCPGP" or the "Grant") in the amount of \$6,000,000 ("Grant Funds"), such Grant Funds having been accepted by the City Council (C.F. #08-0897, 11/17/09); and

WHEREAS, the LA/LB/R UA consists of the City and other participating jurisdictions, including the Subrecipient; and

WHEREAS, this financial assistance is overseen by the California Emergency Management Agency ("CalEMA") and administered by the City as the administrative and fiscal agent for the Grant funds allocated to the LA/LB/R UA; and

WHEREAS, this financial assistance is provided to enhance regional catastrophic preparedness and continuity of operations efforts, with the aim of strengthening the LA/LB/R UA against risks associated with catastrophic events; and

WHEREAS, the City has designated its Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for the proper monitoring and administration of the Grant and this Agreement; and

WHEREAS, on or about January 11, 2010, the California Emergency Management Agency (CalEMA) extended the deadline for the applicable performance period for the Grant from May 1, 2010 to November 29, 2010, and on or about March 29, 2010, CalEMA extended the deadline for the applicable performance period for the Grant from November 29, 2010 to August 29, 2011; and

WHEREAS, the Mayor's Office desires to extend the term of this Agreement from that previously authorized by the City Council to April 29, 2011, pursuant to authorization provided under Section 14.8(a) of the Los Angeles Administrative Code; and

WHEREAS, the City now wishes to distribute the Grant funds allocated to the Subrecipient in accordance with the provisions of this Agreement and the Subrecipient is desirous of executing this Agreement, such execution having been authorized by the City Council and the Mayor (C.F. #08-0897, 11/17/09); and

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, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. County of San Bernardino, a political subdivision of the State of California, having its principal office at 385 N. Arrowhead Avenue, San Bernardino, California, 92415.

§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, CA 90012
Phone: (213) 978-0787
Fax: (213) 978-0718
Eileen.Decker@lacity.org

- 2. The representative of County of San Bernardino shall be:

Denise L. Benson, Division Manager
San Bernardino County Fire Protection District
Office of Emergency Services
1743 Miro Way, Rialto, CA 92376
Phone: (909) 356-3998
Fax: (909) 356-3965
dbenson@sbcfire.org

with a copy to:

Cindy Serrano, Assistant Division Manager
San Bernardino County Fire Protection District
Office of Emergency Services
1743 Miro Way, Rialto, CA 92376
Phone: (909) 356-3998
Fax: (909) 356-3965
cserrano@sbcfire.org

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

§103. Independent Party

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.

§104. Conditions Precedent to Execution of This Agreement

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

- A. This Section is Left Intentionally Blank
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with §415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.

II TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on September 1, 2008 and end April 29, 2011, and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS Fiscal Years 2007 & 2008 Regional Catastrophic Preparedness Grant Program Guidance and Application Kit ("DHS 08 Guidance"), (2) DHS Information Bulletins, (3) CalEMA's and the Governor's Office of Homeland Security Fiscal Year 2007/2008 Regional Catastrophic Preparedness Grant Program California Supplement to Federal Program Guidance and Application Kit ("CalEMA 08 Supplement"), (4) CalEMA Grant Management Memos ("GMM"), (5) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (6) DHS/FEMA's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, and (7) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of the Grant as set forth by the Grantor and CalEMA as well as the investments and projects identified in the Investment Justifications for the Grant, which were submitted as part of the California FY 2007/2008 Regional Catastrophic Preparedness Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in such Investment Justifications submitted to DHS/FEMA/CalEMA and evaluated through the peer review process. Subrecipient shall comply with any cost sharing requirements and commitments included in such FY 2007/2008 Investment Justifications, where applicable, and all fund matching requirements applicable to the Subrecipient. Subrecipient agrees that that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds. Subrecipient shall assure that Grant Funds allocated to it 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. Subrecipient shall notify City and CalEMA of any developments that have a significant impact on Grant

Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall 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 contemplated by this Agreement.

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan, dated November 17, 2009 (the "Budget"). The Budget contains detailed listings of items and projects for expenditure under the terms of this Agreement. The Grant requires a cash or in-kind contribution of non-Federal funds by Subrecipient in accordance with the Grant program requirements (the "Match"). Accordingly, the Budget also sets forth the required Match amount to be contributed by Subrecipient pursuant to the terms of the Grant. Subrecipient shall use the funds disbursed under this Agreement only for such items as set forth in the Budget. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the Parties during the term of this Agreement. All modification requests must be in a form and manner as approved by the City and must be approved in writing by the City during the term of this Agreement to be effective. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any Grant Funds on modified budget items until such modification is approved by the City and CalEMA/Grantor. Final modification requests must be submitted to the City no later than 60 days prior to the end of the applicable Grant performance period deadline to provide the City time to meet CalEMA/Grantor requirements.
- C. Subrecipient shall complete implementation plans, including applicable project timelines, to manage its allocation of the Grant Funds. Subrecipient shall provide such implementation plans and any reports requested by the City regarding performance of this Agreement. Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the implementation plans is subject to the prior review and written approval of the City. Subrecipient shall update the implementation plans quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Subrecipient shall provide to the City and CalEMA any progress reports and other information as may be required by CalEMA.
- D. Subrecipient shall initiate and complete work on a project within the applicable time frame after receipt of approval for such project from CalEMA. CalEMA may grant extensions to the time of performance for a project on a project-by-project basis at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. All extension requests must be approved by CalEMA in writing during the term of this Agreement to be effective. Project extension requests must be submitted to

the City no later than 120 days before the end of the applicable project time of performance. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete.

- E. Any and all projects/activities/items undertaken by Subrecipient as set forth in the Budget and to be reimbursed by Grant Funds under this Agreement shall be authorized, subject to, and in compliance with the CalEMA 08 Supplement, GMMs, DHS Information Bulletins, and DHS 08 Guidance, which includes Part IV. Allowable Costs Guidance (attached hereto as Exhibit G and made a part hereof) and Appendix A. Authorized Allowable Costs (attached hereto as Exhibit H and made a part hereof).
- F. Subrecipient agrees that any equipment acquired or obtained with Grant Funds (1) 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 LA/LB/R UA, 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, and (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Four Hundred Forty Thousand Seven Hundred Eighty-Nine Dollars and Sixty-Six Cents (\$440,789.66) to be used solely for items listed in the Budget and as described in §202 above. The disbursement shall be on a reimbursement basis only. Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the disbursement of such funds.

Subrecipient shall contribute its non-Federal funds Match (as previously defined) requirement to its project contemplated by this Agreement and the Budget, in accordance with 44 CFR 13.24, the DHS 08 Guidance, and the CalEMA 08 Supplement. Subrecipient's Match requirement is One Hundred Fifty-Three Thousand Seven Hundred Seventy Dollars and Ninety-two Cents (\$153,770.92).

- 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.

Reimbursement requests must be submitted to the City on a monthly basis, accompanied by supporting documentation as set forth above along with a properly completed Reimbursement Checklist and Request Form (attached as Exhibit E hereto and incorporated herein) and Match Activity Log and Documentation Form (attached as Exhibit F hereto and incorporated herein) accurately setting forth the amount of Match funds contributed by the Subrecipient for such month. Final reimbursement requests for the grant period must be submitted to the City on or before February 28, 2011. The City will notify Subrecipient in writing if reimbursement requests and Match documentation forms are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests and Match documentation forms shall be returned to Subrecipient for revision and shall be accepted by the City when such forms are accurate and complete.

The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency on that specific project for all submitted invoices.

- C. Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with OJP financial guidelines 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 on Grant Funds. Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalEMA and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the City to be returned to CalEMA and Grantor.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program. The Agreement may be terminated immediately upon written notice to Subrecipient of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or 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 the City or the Subrecipient. The word "Subrecipient" in this Agreement includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City, 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 and the City 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 or 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 in §505.

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

§406. Prohibition Against Assignment or Delegation

The 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 under this Agreement.

§407. Permits

The Subrecipient and its directors, officers, agents, employees, contractors and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Subrecipient's performance hereunder and shall pay any fees required therefore. The Subrecipient certifies to 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

- A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. 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 Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of Subrecipient to comply with this requirement or to obtain the compliance of its contractors and subcontractors with such obligations shall subject Subrecipient to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

- B. The Subrecipient shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Subrecipient shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§410. 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.

§411. Indemnification

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

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.

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

B. Definitions:

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

C. (This section intentionally left blank.)

D. 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).

E. 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.

F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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".

§413. Insurance

This section is not applicable to this Agreement, and is intentionally left blank.

§414. Restriction on Disclosures

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular

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

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement be used, 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.
- b. If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required,

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.

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

5. Records Inspection

- a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, and the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives City, the Federal government, the General Accounting Office, the Comptroller General of the United States, and the State of California, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data.
- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

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

directives.

7. Subcontracts and Procurement

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

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall 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 sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) Title 28 CFR Part 42, Subparts C, D, E and G; (k) Title 28 CFR Part 35; (l) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (m) the requirements of any other nondiscrimination statutes which may apply to this Grant; (n) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (o) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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 of race, color, religion, national origin, gender or disability against Subrecipient or any of its contractors or subcontractors being funded with Grant Funds, the Subrecipient will forward a copy of the finding to the City and the Office of Civil Rights, Office of Justice Programs.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply with

Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

- b. Subrecipient shall comply with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds 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.
- c. Subrecipient shall 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. Subrecipient will comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not undertake any project having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, 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 Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall 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.
- f. Subrecipient shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.
- i. Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply with, and assist CalEMA in assuring compliance with, Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a

Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract 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."

13. Drug-Free Workplace

Subrecipient shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 28 CFR Part 67, and 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.

14. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Subrecipient that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- a. Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- b. A religious or faith-based Subrecipient will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

- c. A religious or faith-based Subrecipient may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- d. A religious or faith-based Subrecipient retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- e. A religious or faith-based Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- g. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

15. Miscellaneous

Subrecipient shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 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 these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005

(including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 08 Guidance; CalEMA 08 Supplement; DHS Information Bulletins; and GMMs.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607 et seq. and CCR Title 19, §§ 2445-2448.

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with

Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

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

Subrecipient's travel and per diem reimbursement costs shall be reimbursed in accordance with City policy, Subrecipient's policies and procedures, and federal rules and regulations regarding this Grant.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part

401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). 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/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the City or Grantor/FEMA, at Grantor/FEMA and City's discretion, may copyright the Material. If the Grantor/FEMA and City decline to copyright the Material, the Grantor/FEMA and City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) any Material developed under this Agreement and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds.
3. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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.

§418. Living Wage Ordinance

This section is not applicable to this contract, and is intentionally left blank.

§419. Earned Income Tax Credit

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§420. Equal Benefits Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§421. Contractor Responsibility Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of the Contractor Responsibility Ordinance (CRO), Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

§422. Slavery Disclosure Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

§423. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Subrecipient shall comply with California Family Code Section 5230 et seq. as applicable.

§424. 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 Contractor contracts, including procurement, construction and personal services. 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.

§425. Publications

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."

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§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. (This section intentionally left blank.)

§503. (This section intentionally left blank.)

§504. (This section intentionally left blank.)

§505. 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, and City shall provide notice to Subrecipient of, all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-four (34) pages and eight (8) 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.

APPROVED AS TO FORM AND LEGALITY: CARMEN A. TRUTANICH, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: JUNE LAGMAY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ County Counsel Date _____	For: County of San Bernardino a political subdivision of the State of California By _____ Board of Supervisors Date _____
ATTEST: By _____ LAURA H. WELCH, Clerk of the Board Date _____	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: _____ Date of Approval _____
City Contract Number _____

EXHIBIT A
(Not applicable to this Agreement)

EXHIBIT B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C

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

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

EXHIBIT F
CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, or
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

EXHIBIT E

Los Angeles/ Long Beach/ Riverside Urban Area
FY 2007/2008 Regional Catastrophic Preparedness Grant Program

**REQUIRED SUPPORTING DOCUMENTS
FOR CLAIM REIMBURSEMENT**

Submit all claims and supporting documentation to:

Marcel Hovsepian, Grant Specialist
Homeland Security and Public Safety
Office of Mayor Antonio R. Villaraigosa
200 N. Spring Street, Room M175
Los Angeles, CA 90012
Phone: 213.978.1965 Fax: 213.978.0718

IMPORTANT** To process your reimbursement request, you must submit this **checklist** attached with the supporting documents for all items requested for reimbursement. Invoices must be submitted as soon as expenses are accrued and paid, and the supporting documentation is available. Do **NOT** accumulate all claims and invoices and submit on the final due date. Failure to timely submit your claim with the required supporting documents could result in expenses **not reimbursed and/or awards reallocated**.

FOR PLANNING: PERSONNEL

- ☐ **Reimbursement Request Form:** Complete all fields and provide **original authorized signature** and **date**.
- ☐ **Match Documentation Form** with detailed Match Activity Log and match supporting documentation
- ☐ **Functional Timesheets:** Official Timekeeping System Record Printout with employee name, number of hours charged per day, dates, and totals. If time is not submitted electronically, provide copy of paper timecards with employee and supervisor signatures.
- ☐ **Payroll register** indicating the salary, hourly rate, employee benefits, overtime rate. Must be an official payroll register, not an excel document. Provide pay rate calculations if not clearly stated.

FOR PLANNING: CONTRACTOR AND CONSULTING SERVICES

- ☐ **Reimbursement Request Form:** Complete all fields and provide original **authorized signature** and **date**.
- ☐ **Invoice:** Must be stamped "PAID", signed with authorized signature for payment, and dated. Circle, or designate on the invoice/receipt the items requesting reimbursement. Each item circled must have project #, a funding SOURCE, and TOTAL
- ☐ **Proof of Payment:** Copy of canceled check and/or internal accounts payable record.
- ☐ **Schedule of Deliverables**
- ☐ **Final End Product:** Planning deliverable in hard copy

ADDITIONAL ITEMS

- ☐ **Travel:** Consult www.gsa.gov for approved per diem rates. Provide detailed personal expense statement with supervisor signature.
- ☐ **Conferences/ Workshops:** Invoices and proof of payment for instructor, facilities, etc

Submitted By: _____ Signature: _____ Date: _____

CITY OF LOS ANGELES

REGIONAL CATASTROPHIC PREPAREDNESS
GRANT PROGRAM

REIMBURSEMENT REQUEST FORM

Return Expenditure Requests to:

Marcel Hovsepian, Grant Specialist
 Mayor's Office of Homeland Security and Public Safety
 200 N. Spring St., Room #M175
 Los Angeles, CA 90012
 Fax: 213.978.0718

Jurisdiction: _____

Agency/Department: _____

Expenditure Period: _____ to _____

RCPGP FY07 ☐
 RCPGP FY08 ☐

Project Letter: _____
 Master Item #: _____
 Sub-Line #: _____

Prepared By: _____
 Phone No.: _____

Please mark this box to indicate
 final request for reimbursement ☐

Type of Expenditure	Authorized Total Amount	Previously Requested	Current Request	Cumulative Request	Balance
Planning Costs				-	-
Organizational Activities				-	-
Management & Admin				-	-
Total	-	-	-	-	-

This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for cost incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.

Authorized Department Approval:

 Print Name

 Title

 Signature Date

 Phone No. (extension) Fax No.

 E-mail Address

Please Remit Payment to:

 Agency

 Address

 City State Zip

 Contract No.

To be completed by HSPS Accounting Department

DHS/OES Reimbursement Request By: _____ Transaction ID: _____ Date: _____

DHS/OES Reimbursement Received: _____ Cash Receipt No. _____ JV No. _____

Transfer to Depart Date: _____ JV No. _____ Invoice No. _____

HSPS #:

EXHIBIT F

FY 2007/2008 RCPGP Match Activity Log

[illegible]

This form is for documentation of non-federal costs used to verify the match requirements for the RCPGP Federal Grant and must be accompanied by the Reimbursement Request Form, Reimbursement Checklist, Official Payroll Documentation, and include an authorized original signature. Please DO NOT include supporting documentation that is not expressly requested in this form. Source documentation for all costs should be on file with the sub-grantee and be readily available upon request.

Current Match Amount:	\$0.00
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The exact match amount required for your award, and the categories it applies to, are included in the language of your contract. Although the total match required for an award is not due until the end of the performance period, demonstration of how your jurisdiction/agency is meeting match requirements must be included with each reimbursement request. Any match expenses which will be ongoing in nature, such as Salaries & Benefits, should be described below in the "Ongoing Match Costs" section of this form. **NOTE: Failure to adequately document how the total required match was met for this federal grant award may result in the return of federal funds.**

Jurisdiction, Agency	Funding Source (local, state, private)	Period Costs will be Incurred	Cost Type (salaries, equipment, G&S)	Description of Costs	Estimated Value	For Salaries ONLY			
						Name	Job Title	Salary & Benefits	Related Project
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
				Total:	\$ -				

Name	Activity	Job Title	Pay Period	Salary	Benefits	Overtime	Total
			\$	-	\$	-	\$
			\$	-	\$	-	\$
			\$	-	\$	-	\$
		TOTAL	\$	-	\$	-	\$

Agency/Name	Activity including dates	Cost	Related Project
	TOTAL \$	-	

GOODS & SERVICES

Goods & Services detail must include a description of the item or service purchased. If the item or service was purchased in support of a specific training course/exercise/planning activity, identify it. A general description of the training course/exercise/planning activity will not be accepted, (e.g., "WMD exercise"). If general office supplies were purchased, that designation is acceptable.

Item	Vendor	Date	Amount	Related Project
			\$ -	
			\$ -	
			\$ -	
		Total	\$ -	

TRAVEL & PER DIEM

Travel & Per Diem detail must include the activity performed or the event attended. A general description of the training course/exercise/planning activity will not be accepted, (e.g., "WMD exercise"). Travel for Regional Coordinators traveling within the region or state for planning meetings can be identified as Regional Planning activities. All travel costs must comply with local travel regulations and per diem rates.

Name	Activity	Date	Amount	Related Project
			\$ -	
			\$ -	
			\$ -	
		TOTAL	\$ -	

EQUIPMENT

Detail must include all equipment purchased in support of the project, date of receipt and related contract deliverables.

Item	Purchase Amount	Received Date	Contract Related Project
	\$ -		
	\$ -		
	\$ -		
TOTAL	\$ -		

MATCH TOTAL	\$	-
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By my signature below, I certify that the match documented in this form is from non-federal sources and is not being used to match any other federal grant program costs.

Signature Date

Name (please print):

Title:

EXHIBIT G

PART IV.

ALLOWABLE COSTS GUIDANCE

The following pages outline global allowable costs. A crosswalk of allowable costs across grant programs can be found in Appendix A.

1. Planning.

Urban Areas may use RCPGP funds for planning efforts to address catastrophic events. These efforts must enable the prioritization of needs, building of capabilities, updating of preparedness strategies, allocation of resources, and delivery of preparedness programs across disciplines (e.g., law enforcement, fire, emergency medical service (EMS), public health, behavioral health, public works, agriculture, and information technology) and levels of government. Working through Citizen Corps Councils, all jurisdictions are encouraged to include non-governmental entities and the general public in planning and associated training and exercises.⁸

Examples of allowable planning costs for the individual RCPGP activities can be found at <http://www.fema.gov/grants>.

2. Personnel.

Hiring, overtime, and backfill expenses are allowable under this grant only to perform programmatic activities deemed allowable under existing guidance. Supplanting, however, is not allowed.

Up to 50 percent of the total program funds may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under RCPGP. Grantees may request that DHS issue a waiver to increase that ceiling. The ceiling on personnel costs does not apply to contractors and is in addition to eligible M&A costs and eligible hiring of intelligence analysts. Grantees may hire staff only for program management functions, not operational duties. See Appendix A for allowable hiring expenditures.

RCPGP funds may not be used to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

The following are definitions for the terms as used in this grant guidance:

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program

⁸ Non-governmental entities include the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations.

activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of FTEs.

- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Backfill-related overtime only includes the difference between the overtime rate paid and what would have otherwise been paid to the backfilling employee for regular time. Under no circumstances should the entire amount of backfill overtime expense be charged to an award. Neither overtime nor backfill expenses are the result of an increase of Full-Time Equivalent (FTE) employees.
- **Supplanting** – Replacing a currently State and/or locally budgeted position with one or more full-time employees or contracted supported in whole or in part with Federal funds.

3. Management and Administration (M&A).

A maximum of up to three percent (3%) of funds awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the RCPGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities (not to exceed 3%).

EXHIBIT H

APPENDIX A.

AUTHORIZED ALLOWABLE Costs

Table 4 – FY 2007 and FY 2008 Allowable Cost Matrix

Allowable Program Activities Current as of FY08 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	DHS	
	RCPGP	
	FY 2007 Supplemental	FY 2008
Allowable Planning Costs		
Public education & outreach	Y	Y
Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports	Y	Y
Develop and enhance plans and protocols	Y	Y
Develop or conduct assessments	Y	Y
Establish, enhance, or evaluate Citizen Corps related volunteer programs	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y
Conferences to facilitate planning activities	Y	Y
Materials required to conduct planning activities	Y	Y
Travel/per diem related to planning activities	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y
Other project areas with prior approval from FEMA	Y	Y
Allowable Organizational Activities		
Hiring of full- or part-time staff or contractors for emergency management activities	Y	Y

Allowable Program Activities Current as of FY08 Programs* See the respective program guidance for additional details and/or requirements *As of publication	DHS	
	RCPGP	
	Supplemental FY 2007	FY 2008
Allowable Management & Administrative Costs		
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y
Overtime and backfill costs	Y	Y
Travel	Y	Y
Meeting related expenses	Y	Y
Authorized office equipment	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y