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2 **AGREEMENT TO TRANSFER PROPERTY OR FUNDS**
3 **FOR 2005 HOMELAND SECURITY GRANT PROGRAM PURPOSES**
4

5 **THIS AGREEMENT** is entered into this _____ day of _____ 200_, which
6 date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a
7 political subdivision of the State of California, hereinafter referred to as "COUNTY", and
8 Costa Mesa, a (municipal corporation/special district/not-for-
9 profit corporation), hereinafter referred to as "SUBGRANTEE."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the
11 lead agency for the Orange County Operational Area, has applied for, received and accepted a grant
12 from the State of California, acting through its Office of Homeland Security, to enhance county-wide
13 emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant documents that
14 are attached hereto as Attachments A and B and incorporated herein by reference.

15 **WHEREAS**, the terms of the grant require that COUNTY use certain grant funds to purchase
16 equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant
17 purposes.

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as
20 specified in Attachment B hereto, which is incorporated herein by reference. If the grant requires
21 COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet
22 acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon
23 after acquisition by COUNTY as is reasonably practicable.

24 2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said
25 grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or
26 to perform such other grant functions, if any, for which Attachments A and B permit SUBGRANTEE to
27 expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the
28 authorized agent.

1 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
2 services acquired with grant funds only for those purposes permitted under the terms of the grant, and
3 shall make it available for mutual aid response.

4 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired
5 with grant funds from damage or destruction and shall provide regular maintenance and repairs for said
6 equipment as are necessary, in order to keep said equipment in continually good working order. Such
7 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
8 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
9 said equipment.

10 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies
11 and/or services to include but not limited to upgrades, licenses and renewals of said equipment,
12 technologies and/or services.

13 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
14 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
15 equipment only in accordance with the instructions of COUNTY.

16 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their
17 elected and appointed officials, officers, agents and employees from any and all claims and losses
18 accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or
19 corporation furnishing or supplying work services, materials or supplies in connection with
20 SUBGRANTEE's performance of this Agreement, including Attachments A and B hereto, and from any
21 and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or
22 damaged by SUBGRANTEE in the performance of this Agreement, including Attachments A and B
23 hereto.

24 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
25 by all applicable provisions of Attachments A and B hereto. SUBGRANTEE shall notify COUNTY
26 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
27 Attachments A and B hereto.

28 //

1 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
2 Auditor General with respect to this Agreement for a period of three years after final payment
3 hereunder.

4 10. No alteration or variation of the terms of this Agreement shall be valid unless made in
5 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
6 agreement not incorporated herein shall be binding on any of the parties hereto.

7 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express
8 written consent of COUNTY.

9 12. For a period of three years after final payment hereunder or until all claims related to this
10 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
11 documents, papers and records relevant to the work performed or property or equipment acquired in
12 accordance with this Agreement, including Attachments A and B hereto. For the same time period,
13 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency
14 from which COUNTY received grant funds or their duly authorized representative(s), for examination,
15 copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during
16 usual working hours.

17 13. SUBGRANTEE shall provide to COUNTY all records and information requested by
18 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
19 required to provide to the agency from which COUNTY received grant funds or other persons or
20 agencies.

21 14. COUNTY may terminate this Agreement and be relieved of the payment of any
22 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
23 in this Agreement, including Attachments A and B hereto, at the time and in the matter herein provided,
24 or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with
25 the work in any manner deemed proper by COUNTY.

26 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
27 performance of this Agreement, including Attachments A and B hereto, and shall not be considered
28 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

1 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
2 State of California.

3
4 DATED: 3-15, 20010

COUNTY OF ORANGE, a political
subdivision of the State of California

5
6 By



Sheriff-Coroner
"COUNTY"

7
8 APPROVED AS TO FORM:

9 COUNTY COUNSEL

10
11 By Nicole A. Sims
12 Nicole A. Sims, Deputy

13 DATED: Oct. 5, 2005

14
15 DATED: _____

SUBGRANTEE

16
17 By: _____

18
19 By: _____

20 ATTEST:

21
22 By _____
City Clerk

23 DATED: _____, 2005

24
25
26
27
28

FY05 Homeland Security Grant Program
Application Cover Sheet for Operational Areas (Page 1 of 2)
Applicant (county) County of Orange

Authorized Agent Information:

2644 Santiago Canyon Road
Mailing Address

Silverado, CA 92676
City, State, Zip Code

Contact Information:

Catherine Zurn, Captain
Name/Title

(714) 628-7194
Area Code/Office Telephone Number

czurn@ocsd.org
E-Mail Address

Maximum Amount Authorized (*from Appendix A*) \$ 7,380,647

SHSP Amount Requested \$ 5,266,673

LETPP Amount Requested \$ 1,528,844

EMPG Amount Requested \$ 364,366

MMRS Amount Requested \$ 220,764

Total Amount Requested (*from ISIP*) \$7,380,647

Total Equipment Amount Requested for all Programs

From ISIP
\$ 4,502,092

From Equipment Worksheet
\$ 4,502,092

Michael S. Carona
3/22/05

**FY05 Homeland Security Grant Program
Application Cover Sheet for Operational Areas (Page 2 of 2)
Applicant (county) County of Orange**

Statement of Certification - Approval Authority Body - SHSP and LETPP Only

By signing below, I hereby certify that the Operational Area's application represents the Approval Authority Body's consensus on the Operational Area's FY 2005 Homeland Security Grant Program needs for the State Homeland Security Program and Law Enforcement Terrorism Prevention Program.

Position/Designee	Signature	Printed Name	Title
County Public Health Officer	<i>Mark B. Horton</i>	Mark B. Horton	Co. Public Health Officer
County Fire Chief	<i>Chip Prather</i>	Chip Prather	Co. Fire Authority Chief
Municipal Fire	<i>Tim Riley</i>	Tim Riley	Newport Beach Fire Chief
County Sheriff	<i>Michael S. Carona</i>	Michael S. Carona	Sheriff-Coroner
Chief of Police	<i>John Welter</i>	John Welter	Anaheim Police Chief

Statement of Certification - County Authorized Agent - SHSP, LETPP and EMPG Only

By signing below, I hereby certify I am the duly appointed Authorized Agent and have the authority to apply for the FY 2005 Homeland Security Grant Program, and the Operational Area's application represents the needs for the State Homeland Security Program, Law Enforcement Terrorism Prevention Program, and Emergency Management Performance Grant program.

[Signature]

Signature of Authorized Agent

Michael S. Carona
Printed Name

Sheriff-Coroner
Title

3-17-05
Date

For State use ONLY

Application reviewed/Grant award approved by _____
Name _____ Date _____

Grant Performance Period _____

OES ID # _____ Award # _____

The federal Department of Homeland Security, through the Office for Domestic Preparedness, is providing funding to California for emergency prevention, preparedness, and response personnel to prevent, deter, respond to and recover from threats and incidents of terrorism. The Fiscal Year 2005 Homeland Security Grant Program (FY05 HSGP) will support three separate programs: the State Homeland Security Program, the Law Enforcement Terrorism Prevention Program, and the Emergency Management Performance Grant.

Operational Areas are eligible to apply for this grant. The County of Orange, on behalf of the Orange County Operational Area, will be applying for a total of \$7,159,883 distributed as follows: \$5,266,673 for the State Homeland Security Program, \$1,528,844 for the Law Enforcement Terrorism Prevention Program, and \$364,366 for the Emergency Management Performance Grant.

As part of the State Homeland Security Grant Program, Operational Areas are required to appoint an Anti-Terrorism Approval Body to determine the allocation of grant funding. The Approval Body consists of the Sheriff, the County Public Health Officer, the Chief of the Fire Authority, a municipal fire chief and a municipal police chief. The Approval Body has directed that the FY05 State Homeland Security Program funds are to be used to support the Operational Area in the following areas: fire services 20%; law enforcement 20%; health care 20%; and 40% is discretionary. This distribution can change with a 4/5 vote of the Approval Body if it is determined that their operational needs are different from the specified percentages. The Sheriff-Coroner will return to the Board when the grant is awarded with a more detailed breakdown of the distribution of grant funds. A maximum of 2.5% of the grant funds can be used for grant administration costs.

The \$5,266,673 in funding allocated for the State Homeland Security Program will be used in the following areas:

- Planning – Planning for homeland security and emergency operations.
- Equipment - Purchasing of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks.
- Training - Costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored and approved CBRNE and cyber security training courses.
- Exercise - Costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises.
- Management and Administration - Costs associated with the management of the SHSP and implementing State Homeland Security Assessments and Strategies (SHSAS).

The \$1,528,844 in funding allocated for the Law Enforcement Terrorism Prevention Program will be used in the following areas:

- Planning – Planning activities associated with: information sharing; vulnerability assessments; and, development or review of security plans.
- Organizational Activities - Overtime personnel costs to participate in information, investigative and intelligence sharing activities specifically related to homeland security.
- Equipment - Purchasing of specialized equipment to: improve information sharing and intelligence activities; make vulnerable targets more resistant to attack, removal or damage; further recognize the potential or development of a threat; enhance capabilities to prevent domestic terrorism incidents; and, ensure interoperable communications between and among law enforcement agencies and other emergency service disciplines.
- Training - Training activities associated with: building information sharing capabilities; methods of target hardening; improving the skills of security personnel; recognition of CBRNE threats; surveillance techniques; and other activities.
- Exercise - Exercise activities to plan for, design, develop, conduct and evaluate exercises that train homeland security preparedness, prevention and response personnel, evaluate prevention and response plans, policy, procedures and protocols and assess the readiness of jurisdiction to prevent and respond to terrorist attack.
- Management and Administration - Costs associated with the management of the LETPP and implementing State Homeland Security Strategy.

The \$364,366 in funding allocated for the Emergency Management Performance Grant will be used in the following areas:

- 50% is allocated to the 34 cities within the operational area. Each city's allocation is based on population. Each city is required to submit an application to the Operational Area. As part of the application award, each city is required to have a city representative attend a minimum of 6 OCEMO meetings, activate their EOC for an exercise once in the performance period, have a city representative participate in one OCEMO subcommittee and either activate their city EOC, provide staff to support the OA EOC or provide staff to another city's EOC.
- 50% is allocated to the Operational Area for Orange County Operational Area training and EM coordination, OA warning and communication, to promote the EMPG, coordinate and participate in the Orange County Emergency Managers Organization monthly meetings, OA readiness and training and exercises.

Budget adjustments related to the grant and authority to transfer grant funds to other jurisdictions in the Operational Area will be requested after the grant is awarded. The Sheriff-Coroner requests that the Board authorize the submittal of the grant application as referenced in the Recommended Actions.

ATTACHMENT B
2005 HOMELAND SECURITY GRANT PROGRAM
PROJECT LIST

Project A: Develop / enhance interoperable communication systems
MIR 3/Web EOC
IMAP
Project B: Establish / enhance explosive ordinance disposal units/bomb squads
OC Bomb Squad Enhancements
Project C: Establish / Enhance Regional Response Teams
CBRNE Logistical Equipment
Personal Protection Equipment - Speciality Teams
Project D: Establish / enhance a terrorism intelligence / early warning system, center, or task force
Countywide GIS; Countywide Data Network and Countywide Fire CAD-to-CAD
Project E: Assess vulnerabilities of and harden critical infrastructure
Security Enhancements for Law and Fire Facilities
Warehouse lease for HCA and generator
Project F: Establish / enhance emergency operations center
Audio/Visual Upgrades for County EOC
Project G: Establish / enhance citizen emergency preparedness and awareness
Community Education
Citizen Corps/Volunteers - CERT & CMAP
Medical Reserve Corp
Project H: Establish / enhance sustainable homeland security training program
Training/Backfill
Command Officer Response to Terrorism Training
Terrorism Liason Officer Training
AWR 160 Training
Joint Hazzard Assessment Team Training
OCSD - State Approved Training
Project I: Establish / enhance sustainable homeland security exercise program
Exercises
Project J: NIMS
Intrigating NIMS into SEMS
Project M: Build / enhance a pharmaceutical stockpile and distribution network
Pharmaceuticals/Medical Supplies
Project N: Establish/Enhance a public health suveillance system
Equipment (EMS Scapehood Kit)

Office of Homeland Security

Grant Assurances

Name of Applicant: _____

Address: _____

City: _____ State: CA Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

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

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and subgranted through the State of California.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the federal government, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

8. Will comply with all federal statutes relating to 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 nondiscrimination in the sale, rental or financing of housing;
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
 - j. Title 28, CFR, Part 35;
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.
9. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following:
 - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - f. conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
 - g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub-agreements.
22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
23. Agrees that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.
 - b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.
 - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.
27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including 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 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

31. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____

Date: _____