

AGENDA ITEM BACKUP SHEET**August 24, 2010****Board Meeting**

TITLE: **Acceptance of Gifts in Accordance With Board Policy 3290 – Gifts, Grants, and Bequests**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent**

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to accept gifts, grants, and bequests on behalf of school sites and the District.

RATIONALE:

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept gifts in accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests.

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - August 24, 2010

School:	Gift:	Amount:	Donor:	Used for:
Davis Elementary		\$ 1,000	Angels Baseball Foundation Ms..Lindsay McHolm Anaheim	Student academic achievement incentives
Thorpe Fundamental Elementary		\$ 2,000	Target Ms. Meg Green Irvine	Instructional supplies
Thorpe Fundamental Elementary		\$ 500	Orange County Register, Freedom Communications Ms. Caroline Rausch Santa Ana	Library books
SAUSD	50 Gateway computers	\$ 15,000	Devry University Mr. Kenneth Chan Pomona	Classroom instruction on computer repair
SAUSD	100 interactive whiteboards	\$ 98,000	The Broadcom Foundation Ms. Paula Gordon Irvine	District offices and school classrooms
August 24, 2010 donations		\$ 116,500		
2010 Total donations	\$ 247,870	\$ 364,370		

/ch

AGENDA ITEM BACKUP SHEET
August 24, 2010

Board Meeting

TITLE: Approval of Participation in FY2009 Urban Areas Security Initiative Grant Program Agreement as Sub-Recipient

ITEM: Action

cc

SUBMITTED BY: Cathie A. Olsky, Ed.D., Deputy Superintendent

PREPARED BY: David Valentin, School Police Chief

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval to participate in the FY2009 Urban Areas Security Initiative Grant Program as a sub-recipient to the Agreement in order to qualify for transfer or purchase of equipment/services or for reimbursement of training costs under the Fiscal Year 2009 Urban Areas Security Initiative (UASI) grant program.

RATIONALE:

The City of Santa Ana, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2009 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled FY2009 Urban Areas Security Initiative from the Federal Department of Homeland Security – Office of Grants and Training, through the State of California Emergency Management Agency, to enhance countywide emergency preparedness. Board approval is needed in order for School Police to qualify for the financial assistance that is provided by the grant program to reimburse the District for unique equipment, training and planning to address the needs of large urban areas. Estimated reimbursement amounts are as follows:

- Training – emergency/anti-terrorism \$20,000
- Protective personal equipment/clothing \$35,000
- Miscellaneous communication equipment \$25,000

FUNDING:

Not Applicable

RECOMMENDATION:

Approve participation in the FY2009 Urban Areas Security Initiative Grant Program as a Sub-Recipient.

/eh

Agenda Item 3.0

FY2009 Urban Areas Security Initiative Grant Program Agreement as Sub-Recipient

- The City of Santa Ana, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area applied, received and accepted a grant in September 2009, the “FY2009 Urban Areas Security Initiative” (UASI) from the Federal Department of Homeland Security – Office of Grants and Training through the State of California Emergency Management Agency in the amount of \$10,218,440. The term of the grant agreement ends on March 31, 2012. The purpose of the grant is to enhance countywide emergency preparedness. The financial assistance is administered by the City of Santa Ana Chief of Police and the Santa Ana Police Department and is overseen by the California Emergency Management Agency (Cal-EMA).
- Santa Ana Unified School District School Police is requesting to participate in the UASI grant as a sub-recipient to receive reimbursement of expenses for:
 - unique equipment,
 - training,
 - planning and exercise needs for large urban areas, and
 - assistance to build an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism.
- The UASI Grant Office wishes to distribute FY2009 UASI grant funds throughout the ASUA, to sub-recipients such as SAUSD and others through the City of Santa Ana Police Department. The ASUA consists of 34 cities in Orange County.
- The agreement must be executed by the Board of Education for SAUSD and the Santa Ana City Council and City Manager for SAUSD to become a sub-recipient to the original FY2009 Urban Areas Security Initiative grant agreement.

AGREEMENT

SUB-RECIPIENT: SANTA ANA UNIFIED SCHOOL DISTRICT

City Contract Number _____

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AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2009 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND SANTA ANA UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this _____ day of December, 2009, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and SANTA ANA UNIFIED SCHOOL DISTRICT (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY09 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2009 Urban Areas Security Initiative" from the federal Department Of Homeland Security – Office of Grants and Training, through the State of California Emergency Management Agency, to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

http://www.ohs.ca.gov/pdf/FY09_Fed_Guidance.pdf
http://www.ohs.ca.gov/pdf/FY09_HSGP_Supplement_Guidance_final.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Emergency Management Agency ("Cal-EMA"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana School Police, California State University, Fullerton, University of California, Irvine, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants and Training ("G&T") awarded a FY09 UASI

Grant of \$10,218,440 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

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

WHEREAS, the UASI Grant Office now wishes to distribute FY09 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement ("Agreement") to SANTA ANA UNIFIED SCHOOL DISTRICT ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. The SANTA ANA UNIFIED SCHOOL DISTRICT, 1601 E. Chestnut Ave., Santa Ana, CA 92701

§102. Representatives of the Parties and Service of Notices

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

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

Ken Gominsky, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA. 92702
Phone: (714) 245-8040
Fax: (714) 245-8745
kgominsky@santa-ana.org

- 2. The representative of the SANTA ANA UNIFIED SCHOOL DISTRICT shall be:

David Valentin, Chief of Police Services
SAUSD Police Department
1601 E. Chestnut Ave.
Santa Ana, CA 92701
Phone: 714 558-5829
dvalentin@santa-ana.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

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

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement, and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT 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 SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on September 29, 2009 and end on March 31, 2012 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. Further, CITY will e-mail a copy of the document to SUB-RECIPIENT. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.rkb.us>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 09 UASI Grant can be found at OMB Circular A-102, Title 44 C.F.R. Part 13.36, and the Office of G&T Financial Management Guide.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil

Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the State Homeland Security Strategy and deployed in conformance with that plan;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 44, C.F.R. 13.32, 13.33 and Office of G&T Financial Management Guide. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1)electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers;
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number; (d) the source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing

maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 44 C.F.R. Part 13.42, and Office of G&T.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-EMA at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

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

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT 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, SUB-RECIPIENT 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. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

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

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds.

§410. Indemnification

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

§411. Conflict of Interest

- A. The SUB-RECIPIENT 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. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or

for one year thereafter.

- I. The SUB-RECIPIENT 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 "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

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

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT 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

SUB-RECIPIENT 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, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable

accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT 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 SUB-RECIPIENT. SUB-RECIPIENT 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

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

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

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT 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.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements 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 C.F.R. 900, Subpart F).

SUB-RECIPIENT 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 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT shall 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) 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) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

SUB-RECIPIENT 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 (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.

SUB-RECIPIENT shall 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); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT 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.

SUB-RECIPIENT shall comply 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.

SUB-RECIPIENT 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.

SUB-RECIPIENT shall 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.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

SUB-RECIPIENT shall 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.

11. Preservation

SUB-RECIPIENT shall comply 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

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT 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. SUB-RECIPIENT 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.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

SUB-RECIPIENT shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131, et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT 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. SUB-RECIPIENT 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 44 Code of Federal Regulations (CFR) Part 13; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY

2009 Homeland Security Grant Program – Program Guidance and Application Kit; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

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 provisions 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.

2. Travel Expenses

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

SUB-RECIPIENT'S travel and per diem reimbursement costs shall

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

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and

Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

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

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

V J 0 1 1 6

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

IN WITNESS WHEREOF, the City and SANTA ANA UNIFIED SCHOOL DISTRICT have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal
corporation of the State of California

By: _____
Maria D. Huizar
Clerk of the Council

By: _____
David N. Ream
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Paul M. Walters
Chief of Police

SUB-RECIPIENT
SANTA ANA UNIFIED SCHOOL DISTRICT

APPROVED AS TO FORM:

By: _____
Ryan O. Hodge
Deputy City Attorney

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

AGENDA ITEM BACKUP SHEET
August 24, 2009

Board Meeting

TITLE: Adoption of Resolution No. 10/11– 2848 - Authorization of Contract for California State Preschool Funding 2010-11 Program Year

ITEM: Action
SUBMITTED BY: Herman Mendez, Assistant Superintendent, Elementary Education
PREPARED BY: Janneth Linnell, Early Childhood Education Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11–2848 to authorize the contract for California State Preschool funding for the 2010-11 program year to continue preschool services.

RATIONALE:

The District currently provides preschool services to 480 children at Mitchell, Madison, Heninger, Wilson, Lowell and Garfield, through California State Preschool grants. There is an established need for quality preschool opportunities for SAUSD families that cannot afford private preschool. Approving the contract will continue services for 480 preschool students.

FUNDING:

California Department of Education/Child Development Division: \$1,683,592

RECOMMENDATION:

Adopt Resolution No. 10/11 – 2848 for authorization of Contract for California State Preschool funding for the 2010-11 program year.

RESOLUTION NO. 10/11-2848

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services by adoption of Resolution No. 10/11-2848 – Authorization of California State Preschool Program Contract CSPP-0364 for the 2010-11 program year.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

authorizes entering into local agreement number/s 10/11-2848 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jane Russo</u>	<u>Superintendent</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 24th day of August 2010/11, by the Governing Board of Santa Ana Unified School District of Orange County, California.

I, José Alfredo Hernández, J.D., Clerk of the Governing Board of

Santa Ana Unified School District, of Orange, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

<u></u>	<u>8/24/10</u>
(Clerk's signature)	(Date)

AGENDA ITEM BACKUP SHEET
August 24, 2010

Board Meeting

TITLE: **Approval of Agreement With Orange County Superintendent of Schools for Training in Positive Behavioral Support and Violence Prevention Education Services for 2010-11 School Year**

ITEM: **Action**

SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of this agreement with Orange County Department of Education (OCDE) to provide our school district with Positive Behavioral Intervention and Support and Violence Prevention (PBIS) Education Services. Through a competitive application process, seven SAUSD schools, including Century, Saddleback, Santa Ana, and Valley High Schools, and Diamond, Garfield, and Taft Elementary Schools will receive at no cost support from OCDE for training and implementation of PBIS.

RATIONALE:

PBIS is a research based system of positive behavioral management, designed for school wide implementation. Schools have agreed to identify, teach, reinforce, and monitor school-wide behavioral expectations in accordance with the training they receive in PBIS strategies through OCDE. The total value of the award is \$152,600 (\$21,800 per school) with a maximum reimbursement of \$59,500 for teacher substitutes and associated training costs.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Agreement with the Orange County Superintendent of Schools for Training in Positive Behavioral Support and Violence Prevention Education Services for 2010-11 school year.

2 AGREEMENT FOR PROVISION OF
3 POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS AND VIOLENCE
4 PREVENTION EDUCATION SERVICES
5 BETWEEN
6 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
7 AND
8 SANTA ANA UNIFIED SCHOOL DISTRICT
9 FISCAL YEAR 2010/2011

7 This AGREEMENT, entered into this 1st day of September, 2010,
8 which date is enumerated for purposes of reference only, is by and
9 between Orange County Superintendent of Schools, 200 Kalmus Drive,
10 Costa Mesa, California 92626, hereinafter referred to as
11 "SUPERINTENDENT", and Santa Ana Unified School District, 1601 East
12 Chestnut Avenue, Santa Ana, California 92701, hereinafter referred
13 to as "DISTRICT".

14 WITNESSETH:

15 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
16 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer
17 Positive Behavioral Intervention and Supports and Violence
18 Prevention Education Services to the residents of Orange County; and

19 WHEREAS, SUPERINTENDENT is desirous of contracting with
20 DISTRICT, subject to the approval of the County Administrator,
21 hereinafter referred to as "ADMINISTRATOR", for the provision of
22 Positive Behavioral Intervention and Supports and Violence
23 Prevention Education Services in order to comply with the Agreement
24 with COUNTY to provide Positive Behavioral Intervention and Supports
25 (PBIS) to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and

1 competent to perform the services required, and is agreeable to the
2 rendering of such services according to the terms and conditions
3 hereinafter set forth.

4 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

5 1. SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages
6 DISTRICT as an independent contractor to perform the following
7 described work and DISTRICT hereby agrees to perform said work upon
8 the terms and conditions hereinafter set forth. Specifically,
9 DISTRICT and DISTRICT'S participating schools as described in
10 Exhibit "A", which is attached and referenced herein, shall perform
11 the following services for the duration of the AGREEMENT in a
12 thorough and timely manner:

13 1.1 DISTRICT'S participating schools shall agree to (a)
14 active participation of site administrator, (b) ensure
15 that PBIS is one of the site's top three goals, (c)
16 provide a leadership team that is representative of the
17 teaching staff, (d) provide a site-level PBIS coach, (e)
18 use of School-wide Information System (SWIS) for
19 behavioral progress monitoring, (f) complete monthly
20 reporting of behavioral data, and (g) commit to
21 professional development congruent with the
22 implementation of an evidenced-based practice. DISTRICT
23 shall provide for substitute teachers, as needed, and
24 associated costs for participants.

25 1.2 Participate in three (3) full days of training for a
school-based leadership team of 6 - 8 elementary school

1 and 8 - 10 secondary school participants. The school-
2 based teams shall consist of the Principal (or other
3 specified Administrator), teachers representing the
4 staff, and may include a parent, paraprofessional or
5 community representative. DISTRICT shall provide for
6 substitute teachers, as needed, and associated costs for
7 participants.

8 1.3 Attend four (4) days of New Coaches forums for the
9 Principal and PBIS school-based coach. DISTRICT shall
10 provide for substitute teachers, as needed, for
11 participants.

12 1.4 Establish a site-based leadership team, development of a
13 statement of behavioral purpose, and identifying,
14 teaching, reinforcing, and monitoring of school-wide
15 behavioral expectations per specifications of the orange
16 county PBIS trainings using the School-wide Information
17 System (SWIS). DISTRICT shall provide for substitute
18 teachers, as needed, and associated costs for
19 participants.

20 1.5 Provide for fidelity measurement of PBIS implementation.
21 DISTRICT shall provide for substitute teachers, as
22 needed, and associated costs for participants.

23 1.6 Attend the annual RtI² Conference. DISTRICT shall provide
24 for substitute teachers, as needed, and associated costs
25 for participants.

1.7 Complete PBIS surveys, which shall include, the School

1 Assessment Survey (SAS), the Team Implementation
2 Checklist (TIS), and the School Safety Survey (SSS).
3 DISTRICT shall provide for substitute teachers, as
4 needed, and associated costs for participants.

5 1.8 Attend three (3) county-wide PBIS Coordinators meetings
6 scheduled for September 23, 2010, February 10, 2011, and
7 June 2, 2011.

8 1.9 DISTRICT shall support the sustainability needs of PBIS.

9 1.10 DISTRICT shall support the PBIS school participation in
10 the administration of the annual School-wide Evaluation
11 Tool (SET).

12 2. TERM. The term of this AGREEMENT shall commence on September
13 1, 2010 and terminate no later than June 30, 2011, subject to
14 termination as set forth in this AGREEMENT, provided, however,
15 DISTRICT shall be obligated to perform such duties as would normally
16 extend beyond this term including, but not limited to, obligations
17 with respect to indemnification, audits, reporting, and accounting.
18 This AGREEMENT shall be void unless approved by ADMINISTRATOR.

19 3. COMPENSATION.

20 A. SUPERINTENDENT shall compensate DISTRICT up to a maximum
21 obligation of Fifty-nine thousand five hundred dollars (\$59,500.00).

22 B. Payment shall be made upon performance of services,
23 approval of SUPERINTENDENT or his designee, and receipt of an
24 itemized invoice from DISTRICT in duplicate monthly or on or before
25 the following dates: November 30, 2010, February 28, 2011, May 31,
 2011 and June 30, 2011. All billings for the AGREEMENT period must

1 be received by SUPERINTENDENT no later than June 30, 2011.

2 C. Associated costs for services as described in Section 1
3 SERVICES TO BE PROVIDED of this AGREEMENT includes, but is not
4 limited to:

- 5 1. School-wide reinforcement items (excluding gift
6 cards).
- 7 2. Software license for School-wide Information System
8 (SWIS), which is administered by the University of
9 Oregon, at a cost of \$250.00 - \$350.00 per year.
- 10 3. Displays, designs and structural changes to support
11 the systemic change of PBIS in the school-wide
12 positive school culture.
- 13 4. Teacher stipends for work during non-work hours.

14 D. DISTRICT agrees that failure of DISTRICT to timely claim
15 reimbursement is required in this AGREEMENT shall result in the
16 inability of SUPERINTENDENT to pay DISTRICT for such services due to
17 funding requirements of COUNTY.

18 E. Payment shall be mailed to: Santa Ana Unified School
19 District, 1601 East Chestnut Avenue, Santa Ana, California 92701, or
20 at such other place as DISTRICT may designate in writing.

21 4. PAYMENTS.

22 A. SUPERINTENDENT shall pay DISTRICT for the actual costs of
23 providing the services hereunder; provided, however, the total of
24 such payments does not exceed DISTRICT'S maximum obligation; and
25 provided further, DISTRICT'S costs are reimbursable pursuant to
County, State, and Federal Regulations.

1 B. In support of the billing, DISTRICT shall submit Billings
2 to SUPERINTENDENT as specified in this AGREEMENT. SUPERINTENDENT
3 shall use the Billings to determine payment to DISTRICT.

4 C. DISTRICT'S billings shall provide such information as is
5 required by SUPERINTENDENT. Monthly payments are interim payments
6 only, and subject to final settlement in accordance with the
7 Billings paragraph of this AGREEMENT. Billings are due as required
8 in Section 3 COMPENSATION and payments to DISTRICT should be
9 released by SUPERINTENDENT no later than thirty (30) calendar days
10 after receipt of the correctly completed billing form.

11 D. All billings to SUPERINTENDENT shall be supported by
12 DISTRICT, by source documentation including, but not limited to,
13 ledgers, journals, time sheets, invoices, bank statements, canceled
14 checks, receipts, receiving records, and records of services
15 provided.

16 E. SUPERINTENDENT may withhold or delay any payment if
17 DISTRICT fails to comply with any provision set forth in this
18 AGREEMENT.

19 F. DISTRICT shall not claim reimbursement for services
20 provided beyond the expiration and/or termination of this AGREEMENT,
21 except as may otherwise be provided under this AGREEMENT.

22 G. DISTRICT shall receive no compensation for the services
23 provided pursuant to this AGREEMENT other than the rate set forth
24 above.

25 H. The obligation of SUPERINTENDENT under this AGREEMENT is
contingent upon the availability of funds furnished by COUNTY. In

1 the event that such funding is terminated or reduced, this AGREEMENT
2 may be terminated. SUPERINTENDENT shall give DISTRICT written
3 notification of such termination. Notice shall be deemed served on
4 the date of mailing.

5 5. COMPLIANCE

6 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a
7 Compliance Program for the purpose of ensuring adherence to all
8 rules and regulations related to federal and state health care
9 programs.

10 1. SUPERINTENDENT shall ensure that DISTRICT is made aware
11 of the relevant policies and procedures relating to ADMINISTRATOR's
12 Compliance Program, which is referenced herein and is available for
13 download at www.ochealthinfo.com/admin/compliance.

14 2. DISTRICT shall ensure that its employees,
15 subcontractors, interns, volunteers, and members of Board of
16 Directors or duly authorized agents, if appropriate, ("Covered
17 Individuals") relative to this AGREEMENT are made aware of
18 ADMINISTRATOR's Compliance Program and related policies and
19 procedures.

20 3. SUPERINTENDENT has the option to adhere to
21 ADMINISTRATOR's Compliance Program or establish its own provided it
22 has been approved and accepted by ADMINISTRATOR's Compliance
23 Officer.

24 4. Upon approval of SUPERINTENDENT's Compliance Program by
25 ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its
employees, subcontractors, interns, volunteers, and members of Board

1 of Directors or duly authorized agents, if appropriate, ("Covered
2 Individuals") relative to this AGREEMENT are made aware of
3 SUPERINTENDENT's Compliance Program and related policies and
4 procedures.

5 5. Failure of DISTRICT to submit its Compliance Program and
6 relevant policies and procedures shall constitute a material breach
7 of this AGREEMENT. Failure to cure such breach within sixty (60)
8 calendar days of such notice from SUPERINTENDENT shall constitute
9 grounds for termination of this AGREEMENT as to the non-complying
10 party.

11 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of
12 Conduct for adherence by ADMINISTRATOR's employees and contract
13 providers.

14 1. SUPERINTENDENT shall ensure that DISTRICT is made aware
15 of ADMINISTRATOR's Code of Conduct, which is referenced herein and
16 is available for download at www.ochealthinfo.com/admin/compliance.

17 2. DISTRICT shall ensure that its employees,
18 subcontractors, interns, volunteers, and members of Board of
19 Directors or duly authorized agents, if appropriate, ("Covered
20 Individuals") relative to this AGREEMENT are made aware of
21 ADMINISTRATOR's Code of Conduct.

22 3. SUPERINTENDENT has the option to adhere to
23 ADMINISTRATOR's Code of Conduct or establish its own provided it has
24 been approved and accepted by ADMINISTRATOR's Compliance Officer.

25 4. Upon approval of SUPERINTENDENT's Code of Conduct by
ADMINISTRATOR, DISTRICT shall ensure that its employees,

1 subcontractors, interns, volunteers, and members of Board of
2 Directors or duly authorized agents, if appropriate, ("Covered
3 Individuals") relative to this AGREEMENT are made aware of
4 SUPERINTENDENT's Code of Conduct.

5 6. DISTRICT shall submit to SUPERINTENDENT a signed
6 acknowledgement and agreement that DISTRICT shall comply with
7 SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

8 7. Failure of DISTRICT to timely submit the acknowledgement
9 of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall
10 constitute a material breach of this AGREEMENT, and failure to cure
11 such breach within sixty (60) calendar days of such notice from
12 SUPERINTENDENT shall constitute grounds for termination of this
13 AGREEMENT as to the non-complying party.

14 C. COVERED INDIVIDUALS - DISTRICT shall screen all Covered
15 Individuals employed or retained to provide services related to this
16 AGREEMENT to ensure that they are not designated as "Ineligible
17 Persons," as defined hereunder. Screening shall be conducted
18 against the General Services Administration's List of Parties
19 Excluded from Federal Programs and the Health and Human
20 Services/Office of Inspector General List of Excluded
21 Individuals/Entities.

22 1. Ineligible Person shall be any individual or entity
23 who:

24 a. is currently excluded, suspended, debarred or
25 otherwise ineligible to participate in the federal health care
programs; or

1 b. has been convicted of a criminal offense related
2 to the provision of health care items or services and has not been
3 reinstated in the federal health care programs after a period of
4 exclusion, suspension, debarment, or ineligibility.

5 2. DISTRICT shall screen prospective Covered Individuals
6 prior to hire or engagement. DISTRICT shall not hire or engage any
7 Ineligible Person to provide services relative to this AGREEMENT.

8 3. DISTRICT shall screen all current Covered Individuals
9 and subcontractors semi-annually (January and July) to ensure that
10 they have not become Ineligible Persons. DISTRICT shall also request
11 that its sub-subcontractors use their best efforts to verify that
12 they are eligible to participate in all federal and State of
13 California health programs and have not been excluded or debarred
14 from participation in any federal or state health care programs, and
15 to further represent to DISTRICT that they do not have any
16 Ineligible Person in their employ or under contract.

17 4. Covered Individuals shall be required to disclose to
18 DISTRICT immediately any debarment, exclusion or other event that
19 makes the Covered Individual an Ineligible Person. DISTRICT shall
20 notify SUPERINTENDENT immediately upon such disclosure.

21 5. DISTRICT acknowledges that Ineligible Persons are
22 precluded from providing federal and state funded health care
23 services by contract with SUPERINTENDENT in the event that they are
24 currently sanctioned or excluded by a federal or state law
25 enforcement regulatory or licensing agency. If DISTRICT becomes
aware that a Covered Individual has become an Ineligible Person,

1 DISTRICT shall remove such individual from responsibility for, or
2 involvement with, SUPERINTENDENT business operations related to this
3 AGREEMENT.

4 6. DISTRICT shall notify SUPERINTENDENT immediately if a
5 Covered Individual or entity is currently excluded, suspended or
6 debarred, or is identified as such after being sanction screened.
7 Such individual or entity shall be immediately removed from
8 participating in any activity associated with this AGREEMENT.
9 SUPERINTENDENT will determine if any repayment is necessary from
10 DISTRICT for services provided by ineligible person or individual.

11 D. REIMBURSEMENT STANDARDS

12 1. DISTRICT shall take reasonable precaution to ensure that
13 the coding of health care claims, billings and/or invoices for same
14 are prepared and submitted in an accurate and timely manner and are
15 consistent with federal, state and county laws and regulations.
16 This includes compliance with federal and state health care program
17 regulations and procedures or instructions otherwise communicated by
18 regulatory agencies including the Centers for Medicare and Medicaid
19 Services or their agents.

20 2. DISTRICT shall submit no false, fraudulent, inaccurate
21 or fictitious claims for payment or reimbursement of any kind.

22 3. DISTRICT shall bill only for those eligible services
23 actually rendered which are also fully documented. When such
24 services are coded, DISTRICT shall use accurate billing codes to
25 accurately describe the services provided and to ensure compliance
with all billing and documentation requirements.

1 4. DISTRICT shall act promptly to investigate and correct
2 any problems or errors in coding of claims and billing, if and when,
3 any such problems or errors are identified.

4 E. COMPLIANCE TRAINING - SUPERINTENDENT shall make
5 ADMINISTRATOR's General Compliance Training and Provider Compliance
6 Training, where appropriate, available to DISTRICT and its Covered
7 Individuals.

8 1. Such training will be made available to Covered
9 Individuals within thirty (30) calendar days of employment or
10 engagement.

11 2. Such training will be made available to each Covered
12 Individual annually.

13 3. Each Covered Individual attending training shall
14 certify, in writing, attendance at compliance training. DISTRICT
15 shall retain the certifications. Upon written request by
16 SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

17 6. CONFIDENTIALITY.

18 A. DISTRICT shall agree to maintain the confidentiality of all
19 records, including billings and any audio and/or video recordings,
20 in accordance with all applicable Federal and State codes and
21 regulations, as they now exist or may hereafter be amended or
22 changed.

23 B. Prior to providing any services pursuant to this AGREEMENT,
24 all DISTRICT members of the Board of Directors or its designee or
25 authorized agent, employees, consultants, subcontractors, volunteers
and interns shall agree, in writing, with DISTRICT to maintain the

1 confidentiality of any and all information and records which may be
2 obtained in the course of providing such services. The agreement
3 shall specify that it is effective irrespective of all subsequent
4 resignations or terminations of DISTRICT members of the Board of
5 Directors or its designee or authorized agent, employees,
6 consultants, subcontractors, volunteers and interns.

7 7. CONFLICT OF INTEREST.

8 A. DISTRICT, while providing services under this AGREEMENT,
9 shall not refer clients or accept client referrals to his or her
10 private practice or services.

11 B. The parties hereto acknowledge that DISTRICT may be
12 affiliated with one or more organizations or professional practices
13 located in Orange County. DISTRICT therefore warrants that he/she
14 shall not violate any applicable law, rule or regulation of any
15 governmental entity relating to conflict of interest. DISTRICT
16 shall not knowingly undertake any act which unjustifiably results in
17 any relative benefit to any organization or professional practice
18 with which he/she is affiliated as a direct or indirect result,
19 whether economic or otherwise in nature, of the performance of
20 duties and obligations required by this AGREEMENT, when compared to
21 the result such act has on any other organization or professional
22 practice.

23 8. EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it
24 shall fully comply with all federal and state statutes and
25 regulations regarding the employment of aliens and others and to
ensure that employees, sub-subcontractors and consultants performing

1 work under this AGREEMENT meet the citizenship or alien status
2 requirement set forth in federal statutes and regulations.
3 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors
4 and consultants performing work hereunder, all verification and
5 other documentation of employment eligibility status required by
6 federal or state statutes and regulations including, but not limited
7 to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324
8 et seq., as they currently exist and as they may be hereafter
9 amended. DISTRICT shall retain all such documentation for all
10 covered employees, sub-subcontractors and consultants for the period
11 prescribed by the law.

12 9. BILLINGS

13 A. DISTRICT shall submit a final Billings to SUPERINTENDENT no
14 later than June 30, 2011. DISTRICT shall prepare the Billings in
15 accordance with requirements identified by SUPERINTENDENT. Such
16 report shall be prepared in accordance with all applicable federal,
17 state and county requirements and generally accepted accounting
18 principles. DISTRICT shall allocate direct and indirect costs to
19 and between programs, cost centers, services, and funding sources in
20 accordance with such requirements and consistent with prudent
21 business practice, which costs and allocations shall be supported by
22 source documentation maintained by DISTRICT, and available at any
23 time to SUPERINTENDENT upon reasonable notice.

24 1. If DISTRICT fails to submit an accurate and complete
25 Billings within the time period specified above, SUPERINTENDENT may
withhold or delay any or all payments due DISTRICT.

1
2 B. The Billings shall be the final financial and statistical
3 report submitted by DISTRICT to SUPERINTENDENT, and shall serve as
4 the basis for final settlement to DISTRICT. DISTRICT shall document
5 that costs are reasonable and allowable and directly or indirectly
6 related to the services to be provided hereunder. The Billings
7 shall be the final financial record for subsequent audits, if any.

8 C. DISTRICT may be required to submit periodic Billing Reports
9 throughout the term of the AGREEMENT.

10 D. Final Settlement shall be based upon the actual and
11 reimbursable costs for services hereunder, less applicable revenues,
12 not to exceed DISTRICT'S Maximum Obligation as set forth in Section
13 3, COMPENSATION, of this AGREEMENT. DISTRICT shall not claim
14 expenditures to SUPERINTENDENT which are not reimbursable pursuant
15 to applicable Federal, State, and County laws, regulations, and
16 requirements. Any payment made by SUPERINTENDENT to DISTRICT, which
17 is subsequently determined to have been for an unreimbursable
18 expenditure or service, shall be repaid by DISTRICT to
19 SUPERINTENDENT within thirty (30) calendar days after submission of
20 the Billings; or SUPERINTENDENT may elect to reduce any amount owed
21 DISTRICT by an amount not to exceed the reimbursement due
22 SUPERINTENDENT.

23 10. INDEMNIFICATION

24 A. DISTRICT agrees to indemnify, defend with counsel approved
25 in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and
COUNTY, their elected and appointed officials, officers, employees,