

**AGREEMENT BETWEEN THE CITY OF REDLANDS AND THE CITY OF
RIVERSIDE/RIVERSIDE UASI FOR "PASS-THROUGH" PAYMENT FOR PROJECT
MANAGEMENT SERVICES**

This agreement for "pass-through" payments for project management services ("Agreement") for the Riverside Urban Area/City of Riverside ("RUASI") COPLINK data sharing project (the "RUASI COPLINK Project") is made and entered into as of JULY 6, 2010 ("Effective Date") by and between the City of Redlands ("City") acting as the fiscal agent on the behalf of the San Bernardino County Chiefs' and Sheriffs' Association's and the City of Riverside, acting as the fiscal agent on the behalf of the Riverside Urban Area (RUASI).

- 1 Terms and Conditions of Services. This agreement provides that the City's Consultant, Cletus F. Hyman, will perform the services for the RUASI COPLINK Project in accordance with the Terms and Conditions outlined in the Agreement between the City of Redlands and the Consultant for the San Bernardino County Chiefs' and Sheriffs' Association's COPLINK data sharing project (the "COPLINK Project") dated the 7th day of April, 2009 ("Exhibit "B") and the activities described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Services").
- 2 Termination. The term of this Agreement shall commence upon its Effective Date and shall expire upon completion of performance of the Services by Consultant or upon written notice from the RUASI to the City that payments to Consultant shall cease. Notwithstanding the foregoing, either Party may terminate this Agreement by giving written notice not less than ten (10) days prior to the proposed date of termination, which date shall be included in said notice.
- 3 Compensation; Expenses; Payment. Compensation shall be paid to the Consultant for the Services performed by Consultant in the amount of Seventy-five dollars (\$75.00) per hour. The total compensation payable hereunder shall not exceed the sum of Thirty-Five Thousand Dollars (\$35,000). Compensation shall be payable upon receipt of a monthly billing by Consultant to the City, which billing shall include an itemized statement, briefly describing the tasks billed. Consultant acknowledges and agrees that City shall have no obligation to pay any funds to Consultant, nor shall City be liable therefore, except to the extent the City has received funds from the RUASI COPLINK Project. Upon receipt of the Consultant's billing, the City shall forward a billing to the City/RUASI Fiscal agent for payment.
- 4 Independent Contractor. It is the express intention that the Consultant is an independent contractor for the RUASI COPLINK Project and not an employee or agent of City or City/RUASI. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee and that Contractor is not an employee for State tax, Federal tax or any other purpose
- 5 Insurance. Consultant shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Consultant's Services covering City's/RUASI's risks, in forms subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	statutory minimum as may be required
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to be applicable to Consultant's vehicle usage performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

Consultant shall furnish City/RUASI with certificates, endorsements and copies of information or declaration pages of the insurance required hereunder prior to Consultant's performance of any Services.

- 6 Assurances. The City's Consultant will provide to the City/RUASI signed UASI assurances (Attached) prior to the commencement of work.
- 7 Notice. All notices required by this Agreement shall be given to City and Consultant in writing, by UPS or FedEx, postage prepaid, addressed as follows:

CITY OF REDLANDS
JAMES R. BUEERMANN, 30 CAJON STREET REDLANDS, 92373

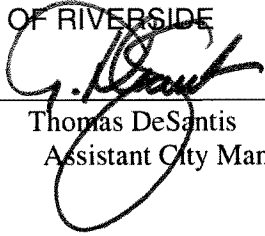
CITY/RUASI:
ANTHONY COLETTA, RIVERSIDE CITY FIRE DEPARTMENT/RIVERSIDE UASI
3085 SAINT LAWRENCE ST, RIVERSIDE, CA. 92504

- 8 Non-Assignment. This Agreement is not assignable either in whole or in part.
- 9 Amendments. This Agreement may be amended or modified only by written agreement signed by the Parties.
- 10 Validity. The invalidity of any part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11 Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either Party shall be brought in the County of Riverside, California.
- 12 Attorneys' Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 13 Entire Agreement. This Agreement, including its Exhibits, comprises the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this agreement is entered into by the City of Riverside and the City of Redlands, by and through their authorized representatives.

CITY OF RIVERSIDE

By: _____


Thomas DeSantis
Assistant City Manager

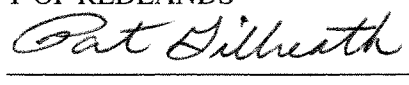
Attest:

By: _____


Colleen J. Nicol
City Clerk

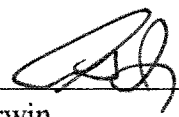
CITY OF REDLANDS

By: _____


Pat Gilbreath
Mayor

Attest:

By: _____


Sam Irwin
City Clerk

Approved as to form:

By: _____

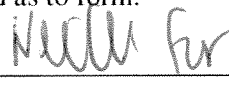

James E. Brown
Supervising Deputy City Attorney

EXHIBIT "A"

Consultant represents it will provide project management services as described below (collectively the "Services") for the Riverside Urban Area (RUASI) COPLINK Data Sharing Project (the "Project" or the "Initiative"). For the purposes of this Agreement, "Services" shall include, but not be limited to, the following:

1. Recommend governance models for the Project to the Association and assist with implementing the model chosen by the Association.
2. Negotiate a contract with Knowledge Computing Corporation for the COPLINK software and professional services.
3. Develop agreements and policies as necessary for the implementation of COPLINK to include:
 - A. Initial Data Sharing Initiative MOU
 - B. System use policy
 - C. Node hosting agreement
 - D. Node business model
4. Recommend to the Association a network model that will allow for the sharing of data between member agencies and the COPLINK Node and oversee the implementation of said network.
 - A. Agency Access
 - B. Mobil Access
 - C. Internet Access via VPN ¶
5. Develop a Data Center Strategy to include disaster recovery and back-up strategy, redundancy and reliability and processor loading.
6. Coordinate with the RMS vendors, member agencies and Knowledge Computer Corporation to facilitate data extraction and transfer.
7. Coordinate with member agencies and Knowledge Computer Corporation to develop an update strategy.
8. Develop data sharing agreements for member agencies and for sharing data with other COPLINK "Nodes."
9. Design and, after approval by Association, implement short and long term goals with Association member organizations participating in the Project to sustain the COPLINK Data Sharing Initiative.
10. Create a proposed budget for year one and year two of the Project.
11. Assist in obtaining funds through grants and/or other resources to sustain the Data Sharing Initiative.
12. Provide regular oral or written project updates to the Association or Association's designated representative during the term of this Agreement.

Office of Homeland Security
FY08 Grant Assurances
(All HSGP Applicants)

Name of Applicant: City of Redlands - Redlands Police Department

Address: 30 Cajon St - P.O. Box 1025

City: Redlands State: California Zip Code: 92373

Telephone Number: (909) 335-4744 Fax Number: (909) 798-7675

E-Mail Address: chief@Redlandspolice.org

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

- 1 Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and sub-granted through the State of California, Governor's Office of Homeland Security (OHS).
- 2 Will assure that grant funds are only used for allowable, fair, and reasonable costs and is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
- 3 Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, 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 Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- 5 Will provide progress reports and such other information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.
- 6 Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.
- 7 Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including part 13.1 regarding the payment of interest earned on advances.

- 8 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.
- 9 Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- 10 Will comply with 2 CFR 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.
- 11 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.
- 12 Understands and agrees Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.
- 13 Will comply with all federal statutes relating to Civil Rights and Nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 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. Title 44 CFR Parts 7, 16, and 19 relating to nondiscrimination.

- m. The requirements on any other nondiscrimination statute(s) which may apply to the application.
 - n. 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, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - o. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - p. 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.
- 14 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 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 Code of Federal Regulations, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.
- 15 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 (ten thousand dollars) or more.
- 16 Will comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 17 Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

- 18 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 will notify OHS and 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.
- 19 Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
- a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).
 - b. Title 44 CFR Parts 9 and 10, referencing floodplain management and environmental considerations.
 - c. Notification of violating facilities pursuant to EO11738.
 - d. 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.).
 - e. 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.).
 - f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - g. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - h. 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.
 - i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 - j. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 - k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.
- 20 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.

- 21 Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
- 22 Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, 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.
- 23 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).
- 24 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.
- 25 Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 26 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.
- 27 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.
- 28 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.

29 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.

30 Agrees that equipment acquired or obtained with grant funds:

- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

31 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.

32 Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.

- 33 Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:
- a. Part 18, Administrative Review Procedures.
 - b. Part 20, Criminal Justice Information Systems.
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - d. Part 23, Criminal Intelligence Systems Operating Policies.
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
 - g. Part 38, Equal Treatment of Faith-based Organizations.
 - h. Part 63, Floodplain Management and Wetland Protection Procedures.
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act.
 - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
 - n. Part 69, New Restrictions on Lobbying.
 - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 34 Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
- 35 Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- 36 Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
- 37 Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.
- 38 Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives

included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.

- 39 Acknowledges that FEMA reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. the recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 40 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."
- 41 As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510
 - a. The applicant certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 42 Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against

employees for violation of such prohibition.

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1 Abide by the terms of the statement; and
 - 2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs,
ATTN: Control Desk,
633 Indiana Avenue, N.W.,
Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 43 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.
- 44 Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.