



MEMORANDUM OF AGREEMENT

Jurisdiction: City of Los Angeles Harbor Department

Title: FY 12 Urban Area Security Initiative (UASI) Grant Program

City Contract Number \_\_\_\_\_

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
<p>I. <u>INTRODUCTION</u></p>	
§101. Parties to the Agreement .....	3
§102. Representatives of the Parties and Service of Notices .....	3
§103. Independent Party .....	4
§104. Conditions Precedent to Execution of This Agreement.....	4
<p>II. <u>TERMS AND SERVICES TO BE PROVIDED</u></p>	
§201. Time of Performance .....	5
§202. Use of Grant Funds.....	5
<p>III. <u>PAYMENT</u></p>	
§301. Payment of Grant Funds and Method of Payment.....	13
<p>IV. <u>STANDARD PROVISIONS</u></p>	
§401. Construction of Provisions and Titles Herein .....	16
§402. Applicable Law, Interpretation and Enforcement .....	16
§403. Integrated Agreement .....	16
§404. Excusable Delays .....	17
§405. Breach .....	17
§406. Prohibition Against Assignment or Delegation .....	17
§407. Permits.....	17
§408. Nondiscrimination and Affirmative Action.....	18
§409. Bonds.....	18
§410. Indemnification.....	18
§411. Conflict of Interest.....	19
§412. Restriction on Disclosures .....	21
§413. Minority, Women, and Other Business Enterprise Outreach Program.....	21
§414. Publications and Use of Grantor Markings.....	21
§415. Compliance with State and Federal Statutes and Regulations .....	21
§416. Inventions, Patents and Copyrights .....	35

V.

DEFAULTS, SUSPENSION, TERMINATION AND AMENDMENTS

§501. Defaults..... 39  
§502. Amendments..... 38  
§503. Complete Agreement..... 38  
Execution (Signature)..... 39

## EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Not applicable to this Agreement)
- Exhibit C Certification Regarding Lobbying (Not applicable to this Agreement)
- Exhibit D Certification Regarding Drug Free Requirements (Not applicable to this Agreement)
- Exhibit E Grant Assurances
- Exhibit F Grant Guidance Materials
- Exhibit G Workbook Ledgers
- Exhibit H Modification Request Form
- Exhibit I Sole Source Request Form
- Exhibit J Reimbursement Request Form
- Exhibit K Aviation Equipment Request Form
- Exhibit L Establish/Enhance EOC Request Form
- Exhibit M Establish/Enhance JRIC Request Form

MEMORANDUM OF AGREEMENT  
NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF LOS ANGELES HARBOR DEPARTMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles (the “Subgrantee” or “Subrecipient”).

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through the Grant Programs Directorate within the Federal Emergency Management Agency (“FEMA” and along with DHS, collectively “Grantor”), has provided financial assistance to the Los Angeles/Long Beach Urban Area (“LA/LBUA”) through the Fiscal Year (“FY”) 2012 Urban Areas Security Initiative Grant Program (“UASI 12” or the “Grant”), Catalog of Federal Domestic Assistance (“CFDA”) 97.067 in the amount of \$50,654,524.00 (“Grant Funds”), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on December 14, 2012 (C.F. #12-0930); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Emergency Management Agency (“CalEMA”); and

WHEREAS, the Grant is being provided to support the development and sustainment of core capabilities as outlined in the National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

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

WHEREAS, the Mayor’s Office wishes to disburse UASI 12 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.#12-0930, dated December 17, 2012).

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

I.  
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Spring Street, Los Angeles, California 90012; and
- B. The City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles, having its principal office at 425 South Palos Verdes Street, San Pedro, California 90731.

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

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

- 2. The representative of the City of Los Angeles Harbor Department shall be:

Geraldine Knatz, Ph.D., Executive Director  
Port of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Phone: (310) 732-3456  
Fax: (310) 831-6936  
gknatz@portla.org

With a copy to:

Warren Tseng  
Port of Los Angeles  
330 S. Centre Street  
San Pedro CA 90731  
Phone: (310) 732-2617  
wtseng@Portla.org

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

§103. Independent Party  
Intentionally Omitted.

§104. Conditions Precedent to Execution of This Agreement  
Intentionally Omitted.



II.  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from October 12, 2012 and end May 31, 2014(the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2012 Homeland Security Grant Program Funding Opportunity Announcement ("DHS 12 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2012 Recipient Handbook ("CalEMA 12 Handbook"), (4) CalEMA FY 12 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit ("CalEMA 12 Supplement"), (5) CalEMA Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 12 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2012 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY12 Investment Justifications submitted to DHS/FEMA/CalEMA and evaluated through the peer review process.

Subrecipient shall comply with any cost sharing commitments included in such FY12 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalEMA and Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 230 and 48 CFR Part 31.2. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300).

Subrecipient shall notify City and CalEMA of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement. Subrecipient shall not be delinquent in the repayment of any Federal debt.

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalEMA prior to the execution of this Agreement (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.

1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.
  2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalEMA/Grantor.
  3. Final modification requests must be submitted to the City no later than 60 days prior to the end of the Term to provide the City time to meet CalEMA/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- C. Subrecipient shall complete a UASI 12 Project Timeline (“Project Timeline”) provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient’s performance. Failure to meet any milestones or deadlines as set forth in Subrecipient’s Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.
- D. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor’s Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete

project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalEMA, in its sole discretion, in writing during the term of this Agreement to be effective.

- E. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 12 Handbook, CalEMA 12 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, DHS Terms and Conditions and DHS 12 Guidance. Subrecipient 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, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalEMA if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, 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;
  2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- F. 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.

1. Equipment shall be used by Subrecipient 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 needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
2. Subrecipient shall make Equipment 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.
3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
  - (a) The line item number and project number as stated in the Budget
  - (b) The equipment description as stated in the Budget
  - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
  - (d) The AEL title
  - (e) The invoice number
  - (f) The vendor
  - (g) Total cost (prime vendor)
  - (h) Total cost (general)
  - (i) Cash request #
  - (j) Acquired date

(k) ID Tag #

(l) The condition and disposition of the equipment, indicating whether it is new or used

(m) The deployed location, including the address and/or name of the facility where the equipment is located

(n) The name and contact information to whom the equipment is assigned.

(o) Environmental and Historical Preservation (EHP) Notes

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"
5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit L.
9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit M.
10. Aviation, EOC and JRIC Request forms must be approved by CalEMA in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and

approved by the City. The City will notify the Subrecipient in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.
  12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- G. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 12 Handbook, CalEMA 12 Supplement, GMMs, Grantor Information Bulletins, DHS Terms and Conditions and DHS 12 Guidance. A catalogue of Grantor approved and sponsored training courses is available at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms). Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.calema.ca.gov>.
- H. 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, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.
- I. As required by CalEMA, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
- (1) Reimbursement Checklist
  - (2) Reimbursement Request Form
  - (3) Equipment Ledger

- (4) Training Roster
- (5) Exercise Roster
- (6) Planning Roster

- J. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalEMA prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalEMA in their sole discretion.
- K. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalEMA shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.



III.  
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of One Hundred Thirty-Two Thousand Dollars (\$132,000.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 12 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalEMA tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.
  2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalEMA and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or

reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

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IV.  
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### §404. Excusable Delays

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

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### §405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### §406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

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

#### §407. Permits

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

§408. Nondiscrimination and Affirmative Action

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

§409. Bonds

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

§410. Indemnification

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

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

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

§411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - 3. The participation of such person would be prohibited by 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
  - 1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".



§412. Restriction on Disclosures

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 §6250 et seq.).

§413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalEMA/Grantor directives, as applicable, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: "*This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.*" Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall

comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations “as applicable” (or a variation thereof) to the Subrecipient, it shall be construed to mean “as applicable” to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection and Investigations

- a. At any time during normal business hours and as often as the Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not

limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and CalEMA and applicable Grant regulations and guidance.

- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalEMA and City representatives as may be requested and maintain appropriate backup documentation to support such reports. Subrecipient shall comply with all other special reporting, data collection and evaluation requirements as prescribed by law or detailed in applicable Grant regulations and guidance.
- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalEMA and/or the City in connection with Subrecipient's use of Grant Funds.
- d. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

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

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

8. Labor

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

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State 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, 44 CFR Part 19), 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 against individuals with disabilities; (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, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint

and findings to the City, the Grantor/CalEMA and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. The United States shall have the right to seek judicial enforcement of the obligations set forth herein. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalEMA, and the United States Department of Justice Office of Civil Rights.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (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) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (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. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. Subrecipient must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalEMA for review. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and



DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Failure to comply with these requirements may be cause for debarment.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. Subrecipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated

Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 12 Guidance; CalEMA 12 Supplement; CalEMA 12 Handbook; CalEMA FY 12 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.
2. 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.
3. Technology Requirement:
  - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at [www.niem.gov](http://www.niem.gov).
  - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems*

*Operating Policies*, if such regulation is determined to be applicable.

4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

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

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

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

Subrecipient understands and agrees that the City, CalEMA and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:

(d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or

(e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either

(i) associated with performance under this Grant award; or

(ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

(f) It must inform the City and CalEMA immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;

(g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalEMA and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

(iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the

Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contract the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_guide\\_sp\\_ii\\_handbook.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_sp_ii_handbook.pdf).
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.

11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

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

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to

protect the public interest consistent with the policy (“Policy”) embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

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

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA’s discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement



or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

V.

## DEFAULTS, AMENDMENTS, AND AGREEMENT

### §501. Defaults

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

### §502. Amendments

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

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

### §503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-nine (39) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date _____</p>
<p>ATTEST:</p> <p>JUNE LAGMAY, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>Date _____</p>
<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: The City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Board Secretary</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/OARS File Number: 12-0930 Date of Approval December 14, 2012  
 City Contract Number: \_\_\_\_\_

Account #	59981	W.O. #	6831600
Ctr/Div #	0412	Job Fac. #	63600
Proj/Prog #	640		

Budget

FY:            Amount:

13-14	\$132,000.00
TOTAL	\$132,000.00

For Acct/Budget Div. Use Only:

Verified by:



Verified Funds Available:

*Amount Approved*

Date Approved:

*7/11/13*

## Exhibit A

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### Insurance

(Not applicable to this Agreement)

## Exhibit B

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Certification Regarding Debarment

(Not applicable to the Agreement)

## Exhibit C

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Certification Regarding Lobbying  
(Not applicable to this Agreement)

## Exhibit D

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### Certificate Regarding Drug Free Requirements

(Not Applicable to this Agreement)



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EXHIBIT E

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**California Emergency Management Agency**  
**FY 2012 Grant Assurances**  
(All HSGP Applicants)

Name of Applicant: City of Los Angeles

Address: 200 No. Spring Street, Room 303

City: Los Angeles State: CA Zip Code: 90012

Telephone Number: (213) 978-0730 Fax Number: (213) 978-0718

E-Mail Address: alisa.finsten@lacity.org

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

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. 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 U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2012 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. 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, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such 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 the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. 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.
13. Understands and agrees that 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 DHS/FEMA/Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. 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 structures.
17. Will comply with all Federal and State 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 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
18. Will comply 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 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
  19. 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 ten thousand dollars (\$10,000) or more.
  20. 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 reevaluation of compliance with these EHP requirements.
  21. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 10, Environmental Considerations.
  22. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
  23. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov) for review.
  24. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)
  25. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

26. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
- a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. 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.).
  - d. 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.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. 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.
  - h. 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.
27. 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.
28. 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."*
29. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, 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.
30. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding and 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, agrees 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. Property/equipment purchased under the HSGP reverts to Cal EMA if the grant funds are deobligated/disallowed and/or not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation/disallowment of costs or Cal EMA reserves the right to place a lien on the property for the amount owed.

- e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
31. 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).
32. 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.
33. 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.
34. 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.
35. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
36. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
37. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
Email: DD254AdministrativeSecurity@dhs.gov  
Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

38. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients

that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number. For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>
  - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the Federal funds provided by the subaward.
39. 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.
40. 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. 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.
- a.
  - b.
41. 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.

42. Agrees that equipment acquired or obtained with grant funds:
  - c. 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.
  - d. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
43. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
44. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
45. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
46. 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.
47. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
48. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
49. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement. 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 FY2012 Homeland Security Grant Program application. Further, use of FY12 funds is limited to those investments included in the California FY12 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
50. 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". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
  - a. 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.
  - b. 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.
- c. 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 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
  - d. 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.
51. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
52. Will comply with the administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
53. Will acknowledge, agree, and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS and/or Cal EMA.
  - b. Recipients must give DHS/Cal EMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/Cal EMA regulations and other applicable laws or program guidance.
  - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/Cal EMA officials and maintain appropriate backup documentation to support the reports.
  - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
  - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal EMA awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

54. Agrees that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.
55. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
56. Will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
57. Will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
58. Will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
59. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the

- period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  63. Will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
  64. Will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
  65. Will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
  66. Will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
  67. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
  68. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
  69. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

70. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
71. Will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
72. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
73. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
74. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
75. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
  - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA. To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
- i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

76. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Alisa Finsten

Title: Director of Grants and Finance Date: October 4, 2012

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EXHIBIT F

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# **FY 2012 HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)**

## **OVERVIEW INFORMATION**

### **Issued By**

U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA)

### **Catalog of Federal Domestic Assistance (CFDA) Number**

97.067

### **CFDA Title**

Homeland Security Grant Program

### **Funding Opportunity Announcement Title**

Fiscal Year (FY) 2012 Homeland Security Grant Program (HSGP)

### **Authorizing Authority for Program**

*The Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53)*

### **Appropriation Authority for Program**

*The Consolidated Appropriations Act, 2012, Division D (Public Law 112-74)*

### **FOA Number**

DHS-12-GPD-067-000-02

### **Key Dates and Time**

Application Start Date: 02/17/2012

Application Submission Deadline Date: 05/04/2012 at 11:59:59 p.m. EDT

Anticipated Funding Selection Date: 06/29/2012

Anticipated Award Date: 09/30/2012

### **Other Key Dates**

Applying for FY 2012 HSGP funds requires a two-step process. Step One: initial submission to determine eligibility and Step Two: full application. Applicants are encouraged to initiate Step One immediately after the FOA is published but no later than **April 27, 2012**. This involves submitting a complete Standard Form 424 to Grants.gov Successful completion of this step is necessary for FEMA to determine eligibility of the applicant. Late submissions of Step One to Grants.gov could result in applicants missing the application deadline in Step Two. Once FEMA has determined an applicant to be eligible, applicants can proceed to Step Two which involves

submitting the full application package via the Non Disaster (ND) Grants system. The submission deadline for the full application package is **May 4, 2012**. For additional details see section X of the full FOA.

### **Intergovernmental Review**

Is an intergovernmental review required?

Yes  No

If yes, applicants must contact their State's Single Point of Contact (SPOC) to determine if the program has been selected for State review and comply with the State's process under Executive Order 12372. Names and addresses of the SPOCs are maintained at the Office of Management and Budget's (OMB's) home page at [http://www.whitehouse.gov/omb/grants\\_spoc](http://www.whitehouse.gov/omb/grants_spoc).



## FOA EXECUTIVE SUMMARY

### Program Type

Select the applicable program type:

New  Continuing  One-time

Date of origin for Program: 11/25/2002

### Opportunity Category

Select the applicable opportunity category:

Discretionary  Mandatory  Competitive (OPSG only)  Non-competitive

Sole Source

### Application Process

DHS makes all funding opportunities available through the common electronic “storefront” Grants.gov, accessible on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions, please call the Grants.gov customer support hotline at (800) 518-4726.

Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” and then select “Download Application Package.” Enter the CFDA and/or the funding opportunity number located on the cover of this announcement. Select “Download Application Package,” and then follow the prompts to download the application package. To download the instructions, go to “Download Application Package” and select “Instructions.”

For additional details on how to apply, please refer to section X of the full FOA.

### Eligible Applicants

The following entities are eligible to apply directly to FEMA under this solicitation:

State governments

For additional information, see the *Eligibility Criteria* section of this FOA.

### Type of Funding Instrument

Select the applicable funding instrument:

Grant  Cooperative Agreement

**Cost Share or Match**

Select the applicable requirement:

Cost Match  Cost Share  None Required

**Maintenance of Effort**

Is there a Maintenance of Effort (MOE) requirement?

Yes  No

**Management and Administration**

A maximum of up to five percent (5%) of HSGP funds awarded may be retained by the State, and any funds retained are to be used solely for management and administration (M&A) purposes associated with the HSGP award. This includes allowability of M&A for OPSG. States may pass through a portion of the State M&A allocation to local sub-grantees to support local M&A activities. Sub-grantees may also retain a maximum of up to five percent (5%) of funding passed through by the State solely for M&A purposes associated with the HSGP award.

# FULL FOA

## I. Funding Opportunity Description

### Program Overview and Priorities

The FY 2012 HSGP is comprised of three interconnected grant programs:

- **State Homeland Security Program (SHSP):** SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.
- **Urban Areas Security Initiative (UASI):** The UASI program addresses the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.
- **Operation Stonegarden (OPSG):** OPSG supports enhanced cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

Although no longer funded as discrete grant programs, all activities and costs allowed under the FY 2010 Buffer Zone Protection Program (BZPP), FY 2010 Interoperable Emergency Communications Grant Program (IECGP), FY 2011 Citizen Corps Program (CCP), FY 2011 Driver's License Security Grant Program (DLSGP), and FY 2011 Metropolitan Medical Response System (MMRS) grant program are **allowable and encouraged activities and costs** under the FY 2012 HSGP. For additional information on allowable activities under the aforementioned grant programs, please refer to <http://www.fema.gov/government/grant/nondisaster.shtm>.

### Program Objectives

The FY 2012 HSGP plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

Examples of tangible outcomes from FY 2012 HSGP include building and sustaining core capabilities through:

- Planning
- Maintenance and Sustainment
- Maturation and Enhancement of State and Major Urban Area Fusion Centers
- Building Law Enforcement Terrorism Prevention Capabilities
- Threat and Hazard Identification and Risk Assessment (THIRA)
- Whole Community Approach to Security and Emergency Management
- Typing of Equipment and Training

For additional details on PPD-8, please refer to [http://www.dhs.gov/xabout/laws/gc\\_1215444247124.shtm](http://www.dhs.gov/xabout/laws/gc_1215444247124.shtm). For additional information on program priorities and objectives for FY 2012 HSGP, refer to Appendix B – *Program Specific Priorities*.

## II. Funding Information

### Award Amounts, Important Dates, and Extensions

Available Funding for this FOA: \$830,976,000.

HSGP Programs	FY 2012 Allocation
State Homeland Security Program	\$294,000,000
Urban Areas Security Initiative	\$490,376,000
Operation Stonegarden	\$46,600,000
<b>Total</b>	<b>\$830,976,000</b>

Projected Number of Awards: 56  
Projected Award Start Date(s): 09/30/2012  
Projected Award End Date(s): 09/30/2014  
Period of Performance: 24 months

Grantees must accept their grant awards no later than 90 days from the award date. The grantee shall notify the awarding agency of its intent to accept and proceed with work under the award, or provide a written notice of intent to decline. Funds will remain on hold until the grantee accepts the award through official correspondence (e.g., written, electronic signature, signed letter or fax to Grant Programs Directorate [GPD]) and all other conditions of award have been satisfied, or the award is otherwise rescinded. Failure to accept the grant award within the 90 day timeframe may result in a loss of funds.

For details on program-specific funding amounts, please refer to Appendix A – *Program Specific Allocations*.

## Period of Performance

Is an extension to the period of performance permitted?

Yes  No

The periods of performance outlined above support the effort to expedite the outlay of grant funding and provide economic stimulus. Agencies should request waivers sparingly, and they will be granted only due to compelling legal, policy, or operational challenges. For example, grantees may request waivers from the deadlines outlined above for discretionary grant funds where adjusting the timeline for spending will constitute a verifiable legal breach of contract by the grantee with vendors or sub-recipients, or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other exceptional circumstances warrant a discrete waiver.

## Additional Funding Information

In FY 2012, the total amount of funds distributed under this grant program will be \$830,976,000. The specific information regarding funding allocations for the three HSGP programs are detailed below:

**SHSP Allocations:** FY 2012 SHSP funds will be allocated based on three factors: minimum amounts as legislatively mandated, DHS' risk methodology, and anticipated effectiveness based on the strength of the Investment Justification (IJ). Each State and territory will receive a minimum allocation under SHSP using the thresholds established in the 9/11 Act. All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for SHSP. Four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for SHSP. Please refer to Appendix A – *Program Specific Allocations* for additional details.

**UASI Allocations:** FY 2012 UASI funds will be allocated based on DHS' risk methodology and anticipated effectiveness based on the strength of the IJ. Eligible candidates for the FY 2012 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States, in accordance with the 9/11 Act. Please refer to Appendix A – *Program Specific Allocations* for additional details.

*Law Enforcement Terrorism Prevention Activities (LETPA) Allocations:* Per the *Homeland Security Act of 2002* (Public Law 107–296), Title XX, § 2006, as amended by the 9/11 Act, Title I, §101, August 3, 2007, 121 Stat. 280, 6 U.S.C. § 607, States are required to ensure that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism

prevention activities linked to one or more core capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.

**OPSG Allocations:** FY 2012 OPSG funds will be allocated based on risk-based prioritization using a U.S. Customs and Border Protection (CBP) Sector-specific border risk methodology to include, but not limited to: threat, vulnerability, miles of border, and other border-specific “law enforcement intelligence,” as well as feasibility of FY 2012 Operation Orders to designated localities within the United States border States and territories. Please refer to Appendix A – *Program Specific Allocations* for additional details.

Eligible sub-recipients under the FY 2012 OPSG are local units of government at the county level and federally-recognized tribal governments in the States bordering Canada (including Alaska), States bordering Mexico, and States and territories with international water borders. The State Administrative Agency (SAA) is the only entity eligible to apply to FEMA for FY 2012 OPSG funds on behalf of the county or similar level of government and federally-recognized tribal governments. Eligible States and territories without a county or similar level of government structure are authorized to accept applications on behalf of the alternative unit of local government. SAAs in this situation must advise FEMA in writing as to their intent. *Note: Not all eligible applicants are guaranteed to receive funding under the FY 2012 OPSG.* Please refer to Appendix A – *Program Specific Allocations* for additional details.

### III. Eligibility Information

#### Eligibility Criteria

All 56 States and territories are eligible to apply for SHSP funds. For those States and territories that are eligible for UASI and/or OPSG funds, the SAA is the only entity eligible to submit applications to FEMA on behalf of UASI and OPSG applicants.

### IV. Funding Restrictions

#### Restrictions on Use of Award Funds

DHS grant funds may only be used for the purpose set forth in the grant, and must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

Pre-award costs are allowable only with the written consent of DHS and if they are included in the award agreement.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. Federal employees may not receive funds under this award.

There may be limitations on the use of HSGP funds for the following categories of costs:

- Management and Administration
- Planning
- Organization
- Equipment
- Training
- Exercises
- Maintenance and Sustainment
- Critical Emergency Supplies
- Construction and Renovation

For additional details on restrictions on the use of funds, please refer to Appendix C – *Funding Guidelines*. In addition, there are specific restrictions on funds for certain components of HSGP, including the following:

**SHSP and UASI Pass-Through Requirements:** Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the States to make funds available to local units of government, combinations of local units, or other specific groups or organizations. The State’s pass-through requirement must be met within 45 days of the award date for the HSGP. Four requirements must be met to pass-through grant funds:

- There must be some action to establish a firm commitment on the part of the awarding entity
- The action must be unconditional on the part of the awarding entity (i.e., no contingencies for availability of SAA funds)
- There must be documentary evidence of the commitment
- The award terms must be communicated to the official grantee

The SAA must obligate at least 80 percent (80%) of the funds awarded under SHSP and UASI to local units of government within 45 days of receipt of the funds. For Puerto Rico, the SAA must also obligate at least 80 percent (80%) of the funds to local units of government within 45 days of receipt of the funds. No pass-through requirements will be applied to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. Any UASI funds retained by the SAA must be used to directly support the designated Urban Areas in the State.

Under SHSP, the State may retain more than 20 percent (20%) of SHSP funding for expenditure made by the State on behalf of the local unit of government. This may occur only with the written consent of the local unit of government, with the written consent specifying the amount of funds to be retained and the intended use of funds. If a written consent agreement is already in place from previous fiscal years, FEMA will continue to recognize it for FY 2012. If any modifications to the existing agreement are necessary to reflect new initiatives, States should contact their assigned FEMA Program Analyst.

If UASI funds are used by the SAA in support of the Urban Area, the SAA must, as part of the up to 10 Investments, propose an Investment describing how UASI funds will be used by the SAA to directly support the Urban Area.

**OPSG Funds:** The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county level or equivalent Operational Order/Fragmentary Operations Order with an embedded estimated operational budget has been reviewed and approved through an official e-mail notice issued by FEMA removing this special programmatic condition.

**Funds Transfer Restriction:** The recipient is prohibited from transferring funds between programs (SHSP, UASI, and OPSG). Grantees are allowed to submit an Investment/project where funds come from multiple funding sources (i.e., SHSP/UASI); however, grantees are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS. For additional details on restrictions on the use of funds, please refer to Appendix C – *Funding Guidelines*.

## V. Application Review Information and Selection Process

### Application Review Information

FY 2012 HSGP applications will be evaluated through a review process for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Investments. The results from the review process may require applicants to revise submissions before the release of HSGP funding.

**SHSP and UASI:** FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of IJ by the established due dates. State and Urban Area Homeland Security Strategies will also be examined for context.

**OPSG:** Applications will be reviewed by the SAA and CBP/Border Patrol (BP) Sector Headquarters for completeness and adherence to programmatic guidelines as well as operational content prior to submission to FEMA.

Operations Orders developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, with the emphasis on the Executive Summary, Mission, and Budget. This information will be used to evaluate the anticipated feasibility, need, and impact of the Operations Orders.

FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of Operations Orders and Inventory of Operations Orders by the established due dates. FEMA and CBP/BP will use the results of both the risk analysis and the Federal review to make recommendations for funding to the Secretary of Homeland Security.



SAA and CBP/BP OPSG Program leads will ensure a coordinated approach to maintain application and operations order pre-submission accountability.

Following the review by State and CBP/BP Sector Headquarters, each application will be forwarded for review by a Federal review panel comprised of evaluators from components within FEMA and CBP/BP Headquarters.

### **Application Selection Process**

FY 2012 SHSP and UASI are non-competitive programs. For additional information on FY 2012 SHSP and UASI allocations, refer to Appendix A – *FY 2012 Program Specific Allocations*.

Funds for FY 2012 OPSG will be allocated competitively. This includes the use of risk-based prioritization using CBP Sector-specific border risk to include, but not limited to: threat, vulnerability, miles of border, and other border-specific law enforcement intelligence. Each applicant's final funding allocation will be determined by using a combination of the results of the risk analysis and feasibility of the Operations Orders.

## **VI. Post-Selection and Pre-Award Guidelines**

### **Notice of Award**

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions available within Section 6.1.1 of <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Upon approval of an application, the award will be made in the form of a grant. The date the approval of award is entered in the system is the "award date." Notification of award approval is made through the ND Grants system through an automatic e-mail to the grantee point of contact listed in the initial application. Once an award has been approved and recorded in the system, a notice is sent to the authorized grant official. Follow the directions in the notification to accept your award documents. The authorized grant official should carefully read the award package for instructions on administering the grant and to learn more about the terms and conditions associated with responsibilities under Federal awards.

### **Administrative and Federal Financial Requirements**

Grantees are obligated to submit various financial and programmatic reports as a condition of their award acceptance. Please see below for a summary of financial and/or programmatic reports as required. Future awards and funds drawdown may be withheld if these reports are delinquent.

- 1. Federal Financial Report (FFR) – required quarterly.** Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425). A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs.

Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period. FFRs must be filed electronically through the Payment and Reporting System (PARS).

- 2. Initial Strategy Implementation Plan (ISIP).** Following the award of grant funds, awardees will be responsible for reporting planned expenditures of the newly awarded grant funds to meet the pass-through requirement. The applicable SAAs are responsible for completing and submitting the ISIP online. The ISIP is due within 45 days of the award date.
- 3. Grant Close-Out Process.** Within 90 days after the end of the period of performance, or after a Grant Adjustment Notice (GAN) has been issued to close out a grant, whichever comes first, grantees must submit a final FFR and final progress report detailing all accomplishments throughout the period of performance. After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FFR. The grantee is responsible for returning any funds that have been drawn down but remain as unliquidated on grantee financial records.

## Programmatic Reporting Requirements

- 1. Performance Progress Report (SF-PPR).** Awardees are responsible for providing updated performance reports using the SF-PPR (OMB Control Number: 0970-0334) on a semi-annual basis. The SF-PPR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Grantees should submit the SF-PPR as an attachment to the ND Grants system. The SF-PPR can be accessed online at [http://www.na.fs.fed.us/fap/SF-PPR\\_Cover%20Sheet.pdf](http://www.na.fs.fed.us/fap/SF-PPR_Cover%20Sheet.pdf).

Grantees will be required to report on progress towards implementing plans described in their application. Additionally, as part of the SF-PPR, grantees will be required to report on progress towards implementing the following performance measures:

- All grantees, as part of programmatic monitoring, will be required to describe how expenditures first support maintenance and sustainment of current NPG core capabilities. For additional information on maintenance and sustainment, please see Appendix B – *FY 2012 HSGP Program Specific Priorities*
- For SHSP and UASI, grantees that maintain an emergency operations plan (EOP) are required to submit a Plan Analysis Tool annually and are required to include bi-annual updates on percentage of completion of the Comprehensive Preparedness Guide (CPG) 101 v.2 compliance (for additional information, see <http://www.fema.gov/prepared/plan.shtm>)

- For SHSP and UASI, grantees will report the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
  - For SHSP and UASI, grantees will report the total number of a defined type of resource and capabilities built utilizing the resources of this grant
  - For SHSP and UASI, grantees will report what equipment was purchased and what typed capability it supports
  - For SHSP and UASI, fusion centers will report on the achievement of capabilities and compliance with measurement requirements within the Maturation and Enhancement of State and Major Urban Area Fusion Centers priority through the annual Fusion Center Assessment Program managed by DHS Office of Intelligence and Analysis (I&A) and reported to FEMA
  - For SHSP and UASI, grantees will submit a certification indicating the number of personnel involved in the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI) as well as the number of personnel who have completed the required training
  - For SHSP and UASI, grantees should establish a planning body and demonstrate that the membership and activities reflect the whole community
2. **State Preparedness Report (SPR) Submittal.** Section 652(c) of the *Post-Katrina Emergency Management Reform Act of 2006* (Public Law 109-295), 6 U.S.C. §752(c), requires any State that receives Federal preparedness assistance to submit an SPR to FEMA. States submitted the most recent SPR in December 2011, which meets this requirement in order to receive funding under the FY 2012 HSGP.
  3. **Biannual Strategy Implementation Reports (BSIR).** Grantees are responsible for completing and submitting the BSIR reports as a complement to the SF-PPR. The BSIR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Updated obligations and expenditure information must be provided within the BSIR to show progress made toward meeting strategic goals and objectives. The first BSIR is not due until at least six months after the award notice has been received by the grantee.
  4. **Exercise Evaluation and Improvement.** Exercises implemented with grant funds should evaluate performance of the capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and the implementation of improvements is defined in the Homeland Security Exercise and Evaluation Program (HSEEP) located at <https://hseep.dhs.gov>.
  5. **Monitoring.** Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each Federal assistance award and will identify areas where technical assistance, corrective actions and other support may be needed.

## **VII. DHS FEMA Contact Information**

### **Contact and Resource Information**

This section describes several resources that may help applicants in completing a FEMA grant application. These points of contact are also available for successful applicants who may require assistance during execution of their award.

### **Financial and Administrative Information**

- 1. Grant Programs Directorate (GPD).** FEMA GPD's Grant Operations Division Business Office will provide fiscal support, including pre- and post-award administration and technical assistance, to the grant programs included in this solicitation. Callers will be directed to a point of contact who will be able to assist with their financial or administrative question. Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov).
- 2. FEMA Regions.** FEMA Regions may also provide fiscal support, including pre- and post-award administration and technical assistance, to the grant programs included in this solicitation. For a list of contacts, please go to <http://www.fema.gov/about/contact/regions.shtm>.
- 3. GPD Environmental Planning and Historic Preservation (GPD-EHP).** The FEMA GPD-EHP Team provides guidance and information to grantees and sub-grantees related to submission of materials for EHP review. All EHP Review Packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

### **Programmatic Information**

- 1. Centralized Scheduling and Information Desk (CSID).** CSID is a non-emergency comprehensive management and information resource developed by DHS for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the Federal, State, and local levels. When necessary, grantees will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at [askcsid@dhs.gov](mailto:askcsid@dhs.gov), Monday through Friday, 9:00 a.m. – 5:30 p.m. EST.

## Systems Information

1. **Grants.gov.** For technical assistance with Grants.gov, please call the Grants.gov customer support hotline at (800) 518-4726.
2. **Non Disaster (ND) Grants.** For technical assistance with the ND Grants system, please contact [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076.

## VIII. Other Critical Information

### Emergency Management Assistance Compact (EMAC) Membership

In support of the NPG, HSGP recipients must belong to or be located in member States of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

### National Incident Management System (NIMS) Implementation

In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities.

Prior to allocation of any Federal preparedness awards in FY 2012, grantees must ensure compliance and/or alignment with FY 2011 NIMS implementation plan. The list of objectives against which progress and achievement are assessed and reported can be found at

<http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm#item2>.

The primary grantee/administrator of FY 2012 HSGP award funds is responsible for determining if sub-awardees have demonstrated sufficient progress in NIMS implementation to disburse awards.

FEMA has developed the *NIMS Guideline for Credentialing of Personnel* to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials (FERO) and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although State, local, tribal, and private sector partners—including nongovernmental organizations—are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so in order to leverage the Federal investment in the Federal Information Processing Standards (FIPS) 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction. Additional information can be found at

[http://www.fema.gov/pdf/emergency/nims/nims\\_alert\\_cred\\_guideline.pdf](http://www.fema.gov/pdf/emergency/nims/nims_alert_cred_guideline.pdf).

Grantees must update their EOPs at least once every two years. An evaluation matrix to describe progress towards complying with CPG 101 v.2 is published at <http://www.fema.gov/prepared/plan.html>.

Grantees proposing use of grant funding for geospatial information and technology should review the latest version of the DHS Geospatial Guidance that serves as a supplemental resource available at [http://www.fema.gov/pdf/government/grant/2010/fy10\\_hsgp\\_geo.pdf](http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_geo.pdf).

FEMA will disseminate guidance during FY 2012 on completing a Threat and Hazard Identification and Risk Assessment (THIRA).

## IX. How to Apply

### Application Instructions

**Investment Justification (SHSP and UASI).** As part of the FY 2012 HSGP application process for SHSP and UASI funds, applicants must develop a formal IJ that addresses each Investment being proposed for funding. The IJ must demonstrate how proposed projects address gaps and deficiencies in delivering one or more core capabilities outlined in the NPG and must also describe engagement with and/or impacts on the general population, to include children and individuals with disabilities such as those with access and functional needs. The IJ must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA.

### Instructions for SHSP

- Applicants may propose up to 10 Investments within their IJ to describe the activities they would like to implement with SHSP funds
- Of the up to 10 Investments, applicants are required to propose at least one Investment to provide funding support to the State's primary fusion center, as designated by the Governor. Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission

### Instructions for UASI

- Urban Areas may propose up to 10 Investments within their IJ to describe the activities they would like to implement with UASI funds
- If applicable, of the up to 10 Investments, Urban Areas are required to propose at least one Investment in support of a DHS-recognized fusion center within the Urban Area. Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission
- If UASI funds are used by the SAA in support of the Urban Area, the SAA must, as part of the up to 10 Investments, propose an Investment describing how UASI funds will be used by the SAA to directly support the Urban Area

For specific instructions on completing and submitting Investments, please refer to Appendix D – *FY 2012 HSGP Investment Justification Template and Instructions* (OMB Control Number: 1660-0125/FEMA Form 089-1).

**Operations Order and Detailed Budget Summary (OPSG).** As part of the FY 2012 OPSG application process, each eligible local unit of government at the county level or federally-recognized tribal government must develop their Operations Order in coordination with State and Federal law enforcement agencies, to include, but not limited to CBP/BP. Operations Orders that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the Operations Order should address this in the Executive Summary. The details should include the names of the agencies, the points of contact, and the individual funding requests. All applications must be coordinated through the CBP sector office and that BP will forward application to the SAA for review.

## **X. Application and Submission Information**

### **Address to Request Application Package**

FEMA makes all funding opportunities available on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions please call the Grants.gov customer support hotline at (800) 518-4726. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” then select the CFDA number (97.067) or the FOA number (DHS-12-GPD-067-000-02) and “Download Application Package.” Enter the CFDA and/or the funding opportunity number located on the cover of this announcement. Select “Download Application Package,” and then follow the prompts to download the application package. To download the instructions, go to “Download Application Package” and select “Instructions.”

### **Content and Form of Application**

- 1. Application via Grants.gov.** All applicants must file their applications using the Administration’s common electronic “storefront” – <http://www.grants.gov>. Eligible grantees must apply for funding through this portal, accessible on the Internet at <http://www.grants.gov>.

The application must be started and submitted using Grants.gov after Central Contractor Registration (CCR) is confirmed. The on-line application includes the following required form:

- Standard Form 424, Application for Federal Assistance

Applying for FY 2012 HSGP funds requires a two-step process. Step One: initial submission to determine eligibility and Step Two: full application. Applicants are encouraged to initiate Step One as soon after the FOA is published but no later than

April 27, 2012. This involves submitting a complete Standard Form 424 to [www.grants.gov](http://www.grants.gov). The Standard Form 424 will be retrieved by ND Grants and the system will automatically populate the relevant data fields in the application.

Successful completion of this step is necessary for FEMA to determine eligibility of the applicant. Late submissions to Grants.gov to complete Step One could result in applicants missing the application deadline in Step Two. Once FEMA has determined an applicant to be eligible, applicants can proceed to Step Two which involves submitting the full application package via the ND Grants system. The submission deadline for the full application package is May 4, 2012.

The application must be completed and final submission made through the ND Grants system located at <https://portal.fema.gov>. If you need assistance registering for the ND Grants system, please contact [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076. Applicants are encouraged to begin their ND Grants registration at the time of solicitation to ensure they have adequate time to start and complete their application submission. Unless otherwise referenced, the ND Grants system includes the following required forms and submissions:

- Standard Form 424A, Budget Information (Non-construction)
- Standard Form 424B, Standard Assurances (Non-construction)
- Standard Form 424C, Budget Information (Construction)
- Standard Form 424D, Standard Assurances (Construction)
- Standard Form LLL, Disclosure of Lobbying Activities (if the grantee has engaged or intends to engage in lobbying activities)
- Grants.gov (GG) Lobbying Form, Certification Regarding Lobbying
- FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (available at <http://www.fema.gov/library/viewRecord.do?id=2628>)
- For SHSP and UASI funds, an IJ Report from the Grants Reporting Tool (see Appendix D – *FY 2012 HSGP Investment Justification Template and Instructions*) (OMB Control Number: 1660-0125/FEMA Form 089-1)
- For UASI funds, an overview of the Urban Area Working Groups (UAWG) structure and a list of members and their associated jurisdictions
- For OPSG funds, Operations Orders and Detailed Budget Summary from eligible local units of government at the county level and federally-recognized tribal governments within States and territories (OMB Control Number: 1660-0119/FEMA Form 089-16)
- For OPSG funds, inventory of Operations Orders in FEMA-provided template

The program title listed in the CFDA is “*Homeland Security Grant Program.*” The CFDA number is **97.067**.

**2. Dun and Bradstreet Data Universal Numbering System (DUNS) Number.** The applicant must provide a DUNS number with their application. This number is a required field within <http://www.grants.gov> and for CCR. Organizations should verify



that they have a DUNS number, or take the steps necessary to obtain one, as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at (866) 705-5711.

- 3. Valid CCR.** The application process also involves an updated and current registration by the applicant, which must be confirmed at <http://www.ccr.gov>.

Applicants will obtain FOA Overviews and Full Announcement information from the Grants.gov website where the full FOA is posted.

In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Announcement is: (800) 462-7585.

Applications will be processed through the Grants.gov portal or the ND Grants system.

Hard copies of the application will not be accepted.

## Appendix A – FY 2012 Program Specific Allocations

### FY 2012 SHSP Allocations

State/Territory	FY 2012 Allocation	State/Territory	FY 2012 Allocation
Alabama	\$2,801,316	Montana	\$2,801,316
Alaska	\$2,801,316	Nebraska	\$2,801,316
American Samoa	\$640,301	Nevada	\$2,801,316
Arizona	\$3,310,348	New Hampshire	\$2,801,316
Arkansas	\$2,801,316	New Jersey	\$6,230,200
California	\$43,503,883	New Mexico	\$2,801,316
Colorado	\$2,801,316	New York	\$55,610,384
Connecticut	\$2,801,316	North Carolina	\$3,977,858
Delaware	\$2,801,316	North Dakota	\$2,801,316
District of Columbia	\$2,984,245	Northern Mariana Islands	\$640,301
Florida	\$8,839,003	Ohio	\$5,578,064
Georgia	\$4,932,320	Oklahoma	\$2,801,316
Guam	\$640,301	Oregon	\$2,801,316
Hawaii	\$2,801,316	Pennsylvania	\$7,265,475
Idaho	\$2,801,316	Puerto Rico	\$2,801,316
Illinois	\$11,852,469	Rhode Island	\$2,801,316
Indiana	\$2,801,316	South Carolina	\$2,801,316
Iowa	\$2,801,316	South Dakota	\$2,801,316
Kansas	\$2,801,316	Tennessee	\$2,801,316
Kentucky	\$2,801,316	Texas	\$15,820,512
Louisiana	\$2,801,316	U.S. Virgin Islands	\$640,301
Maine	\$2,801,316	Utah	\$2,801,316
Maryland	\$4,438,106	Vermont	\$2,801,316
Massachusetts	\$4,073,885	Virginia	\$5,372,259
Michigan	\$4,898,578	Washington	\$4,705,147
Minnesota	\$2,801,316	West Virginia	\$2,801,316
Mississippi	\$2,801,316	Wisconsin	\$2,801,316
Missouri	\$2,801,316	Wyoming	\$2,801,316
<b>Total</b>			<b>\$294,000,000</b>

## FY 2012 UASI Allocations

State/Territory	Urban Area	FY 2012 Allocation
Arizona	Phoenix Area	\$4,018,455
California	Anaheim/Santa Ana Area	\$4,455,106
	Bay Area	\$26,423,268
	Los Angeles/Long Beach Area	\$61,029,547
	Riverside Area	\$1,521,937
	San Diego Area	\$9,156,712
Colorado	Denver Area	\$2,527,525
District of Columbia	National Capital Region	\$51,839,027
Florida	Miami/Fort Lauderdale Area	\$5,401,304
	Orlando Area	\$1,447,416
	Tampa Area	\$2,595,211
Georgia	Atlanta Area	\$5,283,893
Illinois	Chicago Area	\$47,703,062
Indiana	Indianapolis Area	\$1,250,000
Louisiana	New Orleans Area	\$1,250,000
Maryland	Baltimore Area	\$4,116,111
Massachusetts	Boston Area	\$10,861,397
Michigan	Detroit Area	\$5,232,574
Minnesota	Twin Cities Area	\$3,270,673
Missouri	Kansas City Area	\$1,250,000
	St. Louis Area	\$2,908,188
Nevada	Las Vegas Area	\$1,826,923
New Jersey	Jersey City/Newark Area	\$21,663,035
New York	New York City Area	\$151,579,096
North Carolina	Charlotte Area	\$1,494,751
Oregon	Portland Area	\$2,157,259
Pennsylvania	Philadelphia Area	\$14,268,859
Texas	Dallas/Fort Worth/Arlington Area	\$14,292,691
	Houston Area	\$23,936,523
	San Antonio Area	\$1,250,000
Washington	Seattle Area	\$4,365,457
<b>Total</b>		<b>\$490,376,000</b>

## FY 2012 SHSP and UASI LETPA Minimum

State/Territory	Eligible Urban Area(s)	FY 2012 UASI Allocation	Total UASI Allocation	Total SHSP Allocation	Total Allocation by State	LETPA Minimum
Alabama				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Alaska				\$ 2,801,316	\$ 2,801,316	\$ 700,329
American Samoa				\$ 640,301	\$ 640,301	\$ 160,075
Arizona	Phoenix Area	\$4,018,455	\$ 4,018,455	\$ 3,310,348	\$ 7,328,803	\$ 1,832,201
Arkansas				\$ 2,801,316	\$ 2,801,316	\$ 700,329
California	Anaheim/Santa Ana Area	\$4,455,106	\$ 102,586,570	\$ 43,503,883	\$ 146,090,453	\$ 36,522,613
	Bay Area	\$26,423,268				
	Los Angeles/Long Beach Area	\$61,029,547				
	Riverside Area	\$1,521,937				
	San Diego Area	\$9,156,712				
Colorado	Denver Area	\$2,527,525	\$ 2,527,525	\$ 2,801,316	\$ 5,328,841	\$ 1,332,210
Connecticut				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Delaware				\$ 2,801,316	\$ 2,801,316	\$ 700,329
District of Columbia	National Capital Region	\$51,839,027	\$ 51,839,027	\$ 2,984,245	\$ 54,823,272	\$ 13,705,818
Florida	Miami/Fort Lauderdale Area	\$5,401,304	\$ 9,443,931	\$ 8,839,003	\$ 18,282,934	\$ 4,570,734
	Orlando Area	\$1,447,416				
	Tampa Area	\$2,595,211				
Georgia	Atlanta Area	\$5,283,893	\$ 5,283,893	\$ 4,932,320	\$ 10,216,213	\$ 2,554,053
Guam				\$ 640,301	\$ 640,301	\$ 160,075
Hawaii				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Idaho				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Illinois	Chicago Area	\$47,703,062	\$ 47,703,062	\$ 11,852,469	\$ 59,555,531	\$ 14,888,883
Indiana	Indianapolis Area	\$1,250,000	\$ 1,250,000	\$ 2,801,316	\$ 4,051,316	\$ 1,012,829
Iowa				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Kansas				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Kentucky				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Louisiana	New Orleans Area	\$1,250,000	\$ 1,250,000	\$ 2,801,316	\$ 4,051,316	\$ 1,012,829
Maine				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Maryland	Baltimore Area	\$4,116,111	\$ 4,116,111	\$ 4,438,106	\$ 8,554,217	\$ 2,138,554
Massachusetts	Boston Area	\$10,861,397	\$ 10,861,397	\$ 4,073,885	\$ 14,935,282	\$ 3,733,821
Michigan	Detroit Area	\$5,232,574	\$ 5,232,574	\$ 4,898,578	\$ 10,131,152	\$ 2,532,788
Minnesota	Twin Cities Area	\$3,270,673	\$ 3,270,673	\$ 2,801,316	\$ 6,071,989	\$ 1,517,997
Mississippi				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Missouri	Kansas City Area	\$1,250,000	\$ 4,158,188	\$ 2,801,316	\$ 6,959,504	\$ 1,739,876
	St. Louis Area	\$2,908,188				
Montana				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Nebraska				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Nevada	Las Vegas Area	\$1,826,923	\$ 1,826,923	\$ 2,801,316	\$ 4,628,239	\$ 1,157,060
New Hampshire				\$ 2,801,316	\$ 2,801,316	\$ 700,329
New Jersey	Jersey City/Newark Area	\$21,663,035	\$ 21,663,035	\$ 6,230,200	\$ 27,893,235	\$ 6,973,309
New Mexico				\$ 2,801,316	\$ 2,801,316	\$ 700,329
New York	New York City Area	\$151,579,096	\$ 151,579,096	\$ 55,610,384	\$ 207,189,480	\$ 51,797,370

## FY 2012 SHSP and UASI LETPA Minimum (cont.)

State/Territory	Eligible Urban Area(s)	FY 2012 UASI Allocation	Total UASI Allocation	Total SHSP Allocation	Total Allocation by State	LETPA Minimum
North Carolina	Charlotte Area	\$1,494,751	\$ 1,494,751	\$ 3,977,858	\$ 5,472,609	\$ 1,368,152
North Dakota				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Northern Mariana Islands				\$ 640,301	\$ 640,301	\$ 160,075
Ohio				\$ 5,578,064	\$ 5,578,064	\$ 1,394,516
Oklahoma				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Oregon	Portland Area	\$2,157,259	\$ 2,157,259	\$ 2,801,316	\$ 4,958,575	\$ 1,239,644
Pennsylvania	Philadelphia Area	\$14,268,859	\$ 14,268,859	\$ 7,265,475	\$ 21,534,334	\$ 5,383,583
Puerto Rico				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Rhode Island				\$ 2,801,316	\$ 2,801,316	\$ 700,329
South Carolina				\$ 2,801,316	\$ 2,801,316	\$ 700,329
South Dakota				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Tennessee				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Texas	Dallas/Fort Worth/Arlington Area	\$14,292,691	\$ 39,479,214	\$ 15,820,512	\$ 55,299,726	\$ 13,824,932
	Houston Area	\$23,936,523				
	San Antonio Area	\$1,250,000				
U.S. Virgin Islands				\$ 640,301	\$ 640,301	\$ 160,075
Utah				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Vermont				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Virginia				\$ 5,372,259	\$ 5,372,259	\$ 1,343,065
Washington	Seattle Area	\$4,365,457	\$ 4,365,457	\$ 4,705,147	\$ 9,070,604	\$ 2,267,651
West Virginia				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Wisconsin				\$ 2,801,316	\$ 2,801,316	\$ 700,329
Wyoming				\$ 2,801,316	\$ 2,801,316	\$ 700,329
<b>Total</b>		<b>\$490,376,000</b>		<b>\$294,000,000</b>	<b>\$784,376,000</b>	<b>\$196,094,000</b>

## FY 2012 OPSG Eligible States and Territories

States and Territories		
Alabama	Massachusetts	Pennsylvania
Alaska	Michigan	Rhode Island
Arizona	Minnesota	South Carolina
California	Mississippi	Texas
Connecticut	Montana	Vermont
Delaware	New Hampshire	Virginia
Florida	New Jersey	Washington
Georgia	New Mexico	Wisconsin
Hawaii	New York	Puerto Rico
Idaho	North Carolina	U.S. Virgin Islands
Louisiana	North Dakota	American Samoa
Maine	Ohio	Guam
Maryland	Oregon	Northern Mariana Islands

Note: Not all applicants are guaranteed to receive funding under the FY 2012 OPSG.

## Appendix B – FY 2012 Program Specific Priorities

### **Presidential Policy Directive 8: National Preparedness**

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Presidential Policy Directive 8: National Preparedness (PPD-8), signed on March 30, 2011, describes the Nation's approach to preparing for the threats and hazards that pose the greatest risk to the security of the United States. National preparedness is the shared responsibility of our whole community. Every member contributes, including individuals, communities, the private and nonprofit sectors, faith-based organizations, and Federal, State, and local governments. We describe our security and resilience posture through the core capabilities that are necessary to address risks, and we will use an integrated, layered, and all-of-Nation approach as our foundation. We define success as a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.

National preparedness is the shared responsibility of all levels of government, the private and nonprofit sectors, and individual citizens. The objective of PPD-8 is to facilitate an integrated, all-of-Nation, risk informed, capabilities-based approach to preparedness.

Using the core capabilities, we achieve the NPG by:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the NPG are the distinct critical elements necessary for our success. They are highly interdependent and will require us to use existing preparedness networks and activities, improve training and exercise programs, promote innovation, and ensure that the administrative, finance, and logistics systems are in place to support these capabilities. The core capabilities represent an evolution from the Target Capabilities List (TCL). The transition from TCL to core capabilities expands the focus to include mitigation and allows greater focus on prevention and protection activities.

To support building, sustaining, and delivering these core capabilities grantees will use elements of the National Preparedness System (NPS). The NPS is to be an integrated

set of guidance, programs, and processes that can be implemented and measured at all levels of government, thereby enabling the Nation to achieve the Goal.

### **Building and Sustaining Core Capabilities**

Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The most essential of these capabilities are the core capabilities identified in the NPG. Complex and far-reaching threats and hazards require the whole community to integrate preparedness efforts in order to build, sustain, and deliver the core capabilities and achieve the desired outcomes identified in the NPG.

Working together, subject matter experts, government officials, and elected leaders can develop strategies to allocate resources effectively, as well as leverage available assistance to reduce risk. These strategies consider both how to sustain current levels of capability and address gaps in order to achieve the NPG. Achieving the NPG will require participation and resource support from all levels of government. Not all capabilities can be addressed in a given funding cycle, nor can funding be expected to flow from any one source. Officials must prioritize the achievement of capabilities to most effectively ensure security and resilience while understanding the effects of not addressing identified gaps. Building and sustaining capabilities will include a combination of organizational resources, equipment, training, and education. Grants and technical assistance may also be available to support building and sustaining capabilities. Consideration must also be given to finding, connecting to, and strengthening community resources by leveraging the expertise and capacity of individuals, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. Jurisdictions may also choose to use mutual aid agreements to fill gaps or work with partners to develop regional capabilities. Ultimately, a jurisdiction may need to rely on other levels of government to address a gap in capability. This expectation should be communicated well before the time arises when the capabilities are most urgently needed.

As these issues are considered in light of the eligible activities, an effective risk assessment must guide jurisdictions' efforts. This risk picture will cover the range of threats and hazards, from those a community faces daily to those infrequent events that would stress the core capabilities of a jurisdiction. Coupled with the desired outcomes established by a community, this combined perspective is crucial to enabling all levels of government to effectively estimate the level of capabilities required to address its risks.

Files and information on PPD-8 can be found at <http://www.fema.gov/ppd8>.

The President's FY 2013 budget has proposed substantial changes to DHS grant programs. FY 2012 grant programs will prepare grantees for the transition to new requirements in FY 2013 in the following ways:

- Begin the process of transitioning from separate preparedness grant programs in FY 2011 to a more streamlined model within the construct of the FY 2012 appropriations
- Continue the transition to address the core capabilities outlined in the NPG
- Implement a two year period of performance with very limited extensions

Grantees are encouraged to familiarize themselves with the grant proposals in the President's FY 2013 budget.

### **FY 2012 HSGP and Alignment to PPD-8**

The FY 2012 HSGP plays an important role in the implementation of PPD-8 by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community. The FY 2012 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs.

### **Funding Allocations Based Upon Risk**

Based upon ongoing intelligence analysis and threat assessments, DHS continues to focus the bulk of SHSP, UASI, and OPSG funds based upon risk. Risk is evaluated at the Federal level using an analytical model developed by DHS in conjunction with other Federal entities. Risk is defined as the product of three principal variables:

- *Threat* – the likelihood of an attack occurring;
- *Vulnerability* – the relative exposure to an attack; and
- *Consequence* – the expected impact of an attack.

The risk model is used to allocate HSGP funds and is informed by the risk to specific threats and vulnerabilities—taking into account regional variations—to include the potential risk of terrorism to people, critical infrastructure, and economic security to estimate the relative risk of terrorism faced by a given area. In FY 2012 the threat analysis now takes into account threats from domestic violent extremists as well as international terrorist groups and those individuals inspired by terrorists abroad.

### **FY 2012 Priorities and Requirements**

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#### **Priority One: Implementation of PPD-8 and the Whole Community Approach to Security and Emergency Management**

FEMA preparedness grant programs offer resources for State, local, tribal, and regional partners to support activities described within PPD-8, NPG, and the Whole Community Approach to Security and Emergency Management, to include development and sustainment of critical capabilities needed to close gaps, increasing national to preparedness.



*Advancing “Whole Community” Approach to Security and Emergency Management.* Communities are challenged to develop collective, local abilities to withstand the potential impacts of natural disasters and terrorist threats, respond quickly, and recover in a way that sustains or improves the community’s overall well-being. Achieving this collective capacity calls for innovative approaches across the community, including emergency management to build up existing practices, institutions, and organizations that help make local communities successful, and that can leverage this infrastructure if and when an incident occurs (for details see <http://www.fema.gov/about/wholecommunity.shtm>).

**Objective One: Completion of Threat and Hazard Identification and Risk Assessment (THIRA).** THIRA processes at all levels of government establish a foundation to justify and guide preparedness activities and investments. A common approach to that process will enable the whole community to maintain a baseline understanding of the risks that they face, facilitating efforts to identify capability and resource gaps, focus capability improvements, and inform the community of actions they can take to manage their risks. In order to qualify for FY 2012 funding, all grantees shall develop and maintain a THIRA.

THIRAs should include the range of threats and hazards faced by an applicant. The assessment should be based on analysis of the relative consequences of the various threats and hazards with consideration of empirical data to the maximum degree possible. An effective THIRA will allow the applicant to compare and prioritize risks, even if they are dissimilar, by identifying possible threats and hazards, the associated vulnerabilities and cascading effects. THIRA findings should be incorporated into each applicant’s preparedness strategy, planning, IJ, and assessment documentation—addressing capability gaps identified during the THIRA process.

An intergovernmental THIRA system is envisioned in the National Preparedness System in which jurisdictions’ respective THIRAs can inform one another using a common methodological framework. FEMA will continue to refine the process and disseminate guidance throughout FY 2012. Grantees should work with FEMA to incorporate additional guidance into their THIRA as it becomes available.

#### **Measurement Methods**

- Percentage of THIRAs that meet the qualifications set forth by DHS

#### **Reporting**

- Grantees will be required to develop a THIRA and upload a copy on ND Grants no later than December 31, 2012. The THIRA must be updated and reviewed by DHS for consistency and content annually

**Objective Two: Planning.** The CPG 101 v.2 September 2010 helps planners at all levels of government in their efforts to develop and maintain viable all-hazards, all-

threats emergency operations plans (EOPs) by engaging the whole community in thinking through the life cycle of a potential crisis, determining required capabilities, and establishing a framework for roles and responsibilities. All SHSP and UASI grantees that maintain, or revise as necessary, an EOP shall ensure their consistency with the CPG 101 v2 September 2010 which serves as the foundation for State, local, tribal, and territory emergency planning. CPG 101 v.2 can be found at [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf). Grantees must update their EOPs at least once every two years. A *Plan Analysis Tool* to describe progress towards complying with CPG 101 v.2 is published and available at <http://www.fema.gov/prepared/plan.shtm>.

### **Measurement Method**

- All SHSP and UASI grantees will report progress toward making their EOPs compliant with CPG 101 v.2 by completing the *Plan Analysis Tool* for Compliance with CPG 101 v.2 available at <http://www.fema.gov/prepared/plan.shtm>

### **Reporting**

- Any SHSP or UASI grantee that maintains an EOP is required to submit the above referenced Plan Analysis Tool annually and is required to include bi-annual updates on percentage completion of CPG 101 v.2 compliance within the SF-PPR

**Objective Three: Organization – Typing of Equipment and Training.** SHSP and UASI provide funding for equipment, training, and exercises for the prevention, protection against, response to and recovery from terrorism events. A well executed mission requires carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) from the Whole Community to meet incident needs. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking will facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

### **Measurement Method**

- Percentage of total equipment that was purchased using a typed resource under the NIMS in support of developing or maintaining core capability
- Percentage of all personnel trained in a given capability to support a reported number of defined resource typed teams (e.g., Technical search and rescue equipment for urban search and rescue must be identified for use in the development of a NIMS defined Urban Search and Rescue (USAR) team or to outfit technical rescue specialists as typed single resources)
- Percentage of defined type of resource and core capabilities built utilizing grant funds

## Reporting

- All grantees will report what equipment was purchased and what typed capability it supports as part of SF-PPR reporting;
- All grantees will report in the SF-PPR the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and
- All grantees will report the total number of a defined type of resource and core capabilities built utilizing the resources of this grant as part of the SF-PPR.

**Objective Four: Sustaining Capabilities.** In this time of limited resources, HSGP grantees should ensure that grant funding is utilized to sustain core capabilities within the NPG that were funded by past HSGP funding cycles to include training of personnel and lifecycle replacement of equipment. New capabilities should not be built at the expense of maintaining current, essential capabilities. If new capabilities are being built utilizing HSGP funding, grantees must ensure that the capabilities are able to be deployable outside of their community to support regional and national efforts. All capabilities being built or sustained must have a clear linkage one or more core capabilities in the NPG.

## Measurement Method

- Percentage of proposed funding, on a project by project basis, supporting the sustainment of the NPG's core capabilities

## Reporting

- As part of programmatic monitoring grantees will be required to describe how expenditures first support maintenance and sustainment of current NPG core capabilities within the SF-PPR

## Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities<sup>1</sup>

As the terrorist threat to the United States has evolved, Federal, State, and local governments have sought to expand their capacity to detect and mitigate the threat posed by those who seek to carry out violent attacks against the people, government or critical infrastructure of the United States. The threat posed by homegrown terrorism is real and not limited to a single ideology. Foreign terrorist groups affiliated with al-Qaida, and individual terrorist thought leaders, are actively seeking to recruit or inspire Westerners to carry out attacks against western and United States targets. The United States must remain vigilant against homegrown and foreign terrorist threats.

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<sup>1</sup> Note that this priority has been renamed from *Building Prevention and Protection Capabilities* in FY 2011 to *Building Law Enforcement Terrorism Prevention Capabilities* in FY 2012.

In support of the NPG's core capabilities, DHS encourages the use of SHSP and UASI funding for programs and initiatives that directly support local efforts to enable interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes, that may be precursors or indicators of terrorist activity, in accordance with applicable P/CRCL protections. Such activities include:

- Maturation and enhancement of [recognized State and major Urban Area fusion centers](#), including information sharing and analysis, target hardening, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and violent crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

**Objective One: NSI Training.** All personnel funded with SHSP and UASI funding and engaged in the NSI will complete the Department's NSI training.

#### **Measurement Method**

- Percentage of SHSP and UASI funded personnel who are engaged in the NSI and have completed the training

#### **Reporting**

- Submission of a certification as part of SF-PPR indicating the number of personnel involved in the NSI as well as the number of personnel who have completed the required training

### **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers**

One of the Department's highest priorities in FY 2012 remains support for [recognized State and major Urban Area fusion centers](#) and the maturation of the Information

Sharing Environment (ISE). Fusion centers serve as focal points within the State and local environment for the receipt, analysis, gathering, and sharing of threat-related information between the Federal government and State, local, tribal, territorial (SLTT) and private sector partners. Building a National Network of Fusion Centers (National Network) empowers law enforcement, fire, emergency management and homeland security personnel by helping them understand local implications of national intelligence, thus enabling them to better protect their communities.

A National Network also provides a mechanism for the Federal government to receive information from SLTT partners, which helps create a more complete intelligence picture at the National level. With timely, accurate information on potential terrorist threats, fusion centers can also directly contribute to and inform investigations initiated and conducted by Federal entities, such as the Joint Terrorism Task Forces led by the Federal Bureau of Investigation (FBI). The *2010 National Security Strategy* identifies fusion centers as critical in enlisting all of our intelligence, law enforcement, fire, emergency, management, and homeland security capabilities to prevent acts of terrorism on American soil.

In support of this strategic vision, the Department is requiring [recognized State and major Urban Area fusion centers](#) to participate in an annual assessment of their achievement of Critical Operational Capabilities (COCs) and Enabling Capabilities (ECs), as based upon the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*. The four COCs are: receive; analyze; disseminate; and gather. The four ECs are: Privacy, Civil Rights, and Civil Liberties (P/CRCL) Protection; Sustainment Strategy; Communications and Outreach; and Security. The results from this assessment will help fusion centers identify gaps in their operational and enabling capabilities. Mitigating these gaps will enhance fusion centers' capacity to improve the nation's ability to safeguard the homeland and prevent terrorist and criminal activity, while enabling local officials to better protect their communities.

As maturation of the National Network is one of the Department's highest priorities in FY 2012, DHS is requiring that all fusion center related funding requests be consolidated into a single (1) Investment for States or Urban Areas, in which [recognized fusion centers](#) reside, and this Investment must address funding support for the recognized fusion center. **Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission, and Investment requests must directly align to and reference any capability gaps identified during the center's individual 2011 Fusion Center Assessment Report. In particular, each proposed project included in the fusion center Investment must reference the corresponding COC or EC, as well as associated attribute(s), the funding investment is intended to address.** Additionally, any jurisdiction or agency that leverages HSGP funds to support intelligence- or fusion process-related activities (i.e., intelligence unit, real time crime information and analysis centers, etc.) must ensure these efforts are integrated and/or coordinated with the respective State or major Urban Area fusion center(s).

**Background:** The *Baseline Capabilities for State and Major Urban Area Fusion Centers* (September 2008) identifies the baseline capabilities for fusion centers and the operational standards necessary to achieve each of the capabilities across the National Network. Fusion centers, in partnership with the Federal Government, prioritized four COCs, which reflect the operational priorities of the National Network, and four ECs, which provide a foundation for the fusion process. During the annual fusion center assessment, fusion centers are assessed on their ability to execute the COCs and ECs.

**Objective One: Baseline Capabilities.** Fusion centers leveraging SHSP and/or UASI grant funds must prioritize the allocation of these grant funds to any capability gaps identified as a result of the 2011 Fusion Center Assessment and, only after identified capability gaps have been addressed, maintain and enhance capabilities in execution of the COCs and ECs. This will ensure the implementation of common and consistent operational standards across the National Network.

**Objective Two: Analytic Capabilities.** All fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the annual fusion center assessment.

### **Measurement Methods (Fusion Center Reporting and Compliance)**

In order to effectively measure implementation of this priority, [recognized State and major Urban Area fusion centers](#) leveraging SHSP and/or UASI grant funds will be evaluated based upon compliance with the following:

- Successful completion of the annual Fusion Center Assessment Program managed by the DHS Office of Intelligence and Analysis (I&A). The Fusion Center Assessment Program is comprised of the self assessment, validation, staffing and product tables, and cost assessment data and will evaluate each Fusion Center against the four COCs
- Have approved plans, policies, or SOPs and, per the Fusion Center Assessment Program, demonstrate improvement in each of the four COCs
- Have an approved P/CRCL policy that is determined to be at least as comprehensive as the *ISE Privacy Guidelines*
- Conduct an annual audit of their P/CRCL policy in accordance with the *Privacy Civil Rights and Civil Liberties Compliance Verification for the Intelligence Enterprise* (<http://it.ojp.gov/docdownloader.aspx?ddid=1285>)
- Ensure all staff receive annual training on both the center's P/CRCL policies and 28 CFR Part 23
- All fusion center analytic personnel must meet designated competencies, as identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, that have been acquired through experience or training courses Successfully complete an exercise to evaluate the implementation of

the four COCs at least once every two years and address any corrective actions arising from the successfully completed exercises

## **Reporting**

- For SHSP and UASI, fusion centers will report on the achievement of capabilities and compliance with measurement requirements within the Maturation and Enhancement of State and Major Urban Area Fusion Centers priority through the annual Fusion Center Assessment Program managed by DHS I&A and reported to FEMA

## ***HSGP Program Priorities***

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### **Homeland Security Strategy Updates**

State and Urban Area Homeland Security Strategies are designed to 1) provide a blueprint for comprehensive, enterprise-wide planning for homeland security efforts; and 2) provide a strategic plan for the use of related Federal, State, local, tribal, and private resources within the State and/or Urban Area before, during, and after threatened or actual domestic terrorist attacks, major disasters, and other emergencies.

State and Urban Area Homeland Security Strategies should be updated every two (2) years at a minimum, to ensure that their strategies continue to address all homeland security mission areas (prevent, protect against, respond to, recover from, and mitigate all hazards) and reflect how their goals and objectives align to PPD-8 and the Whole Community approach. When revisiting and updating the strategies, goals, and objectives, States and Urban Areas are strongly encouraged to consider collaboration across disciplines, jurisdictions, and agencies within the framework of the mission areas and based on a capability-based planning approach.

### **Whole Community Engagement**

DHS strongly encourages States, Urban Areas and regions to work with the Whole Community to advance community and individual preparedness and to work as a nation to build and sustain resilience.

### **Collaboration with Tribes**

DHS strongly encourages States, Urban Areas, and regions to work with tribal nations in overall initiatives such as whole community emergency preparedness and management planning as well as other partnership areas.

### **Collaboration with Nonprofit Organizations**

DHS strongly encourages States, Urban Areas, and regions to work with the nonprofit community, including through the dedication of LETPA funds and resources, to address the terrorism prevention concerns and needs of the nonprofit sector.

### **Consolidation of Law Enforcement Terrorism Prevention Activities**

Per the *Homeland Security Act of 2002* (Public Law 107–296), Title XX, § 2006, as amended by the 9/11 Act, Title I, §101, August 3, 2007, 121 Stat. 280, 6 U.S.C. § 607,

States are required to ensure that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities. The LETPA allocation can be from SHSP, UASI or both. This requirement does not include award funds from OPSG. Please refer to Appendix A – *Program Specific Allocations* for LETPA minimum allocations for SHSP and UASI by jurisdiction.

In order to leverage funds for LETPA, activities outlined in the Building Law Enforcement Terrorism Prevention Capabilities are eligible for use of LETPA focused funds. Other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

### ***Supplemental SHSP Guidance***

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The SHSP is a core assistance program that provides funds to build capabilities at the State, local, tribal, and territorial levels, to enhance our national resilience to absorb disruptions and rapidly recover from incidents both natural and manmade as well as to implement the goals and objectives included in State homeland security strategies and initiatives in their State Preparedness Report (SPR).

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

### **Governance**

Homeland security partners should examine how they integrate preparedness activities across disciplines, agencies, and levels of government, including State, territorial, local, and tribal units of government. A cohesive planning framework should be incorporated that builds and implements homeland security initiatives which leverage DHS resources, as well as other Federal, State, territory, local, private sector, and tribal resources. Specific attention should be paid to how all available preparedness funding sources (multiple Federal sources as well as State and local sources) can be effectively utilized in a collaborative manner to support the whole community approach to emergency preparedness and management and to the enhancement of overall capabilities.

The FY 2012 HSGP re-emphasizes the importance of creating or utilizing existing governing bodies to act on this guidance and coordinate grant resources. Examples include: State Senior Advisory Committees, Urban Area Working Groups (UAWGs), Statewide Interoperability Governing Board (SIGB), County Emergency Management and Fire Departments, Area Maritime Security Committees, Citizen Corps Councils or their equivalent, and Children's Working Groups. To ensure ongoing coordination efforts, SAAs are encouraged to share community preparedness information submitted in the State's BSIR with the State Citizen Corps Program Manager or his/her equivalent.



As a reminder, the membership of the Senior Advisory Committee must, at a minimum, include the following State officials directly responsible for the administration of FEMA GPD grants, Centers for Disease Control and Prevention (CDC), Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements, and Emergency Medical Services for Children (EMSC) grants: the SAA, ASPR Hospital Preparedness Program (HPP) Coordinator, and CDC Public Health Emergency Preparedness (PHEP) Program Director. In addition, program representatives from the following entities should be members of the committee: State Homeland Security Advisor (if this role is not also the SAA), State Emergency Management Agency Director, State Public Health Officer, State Public Safety Officer (and SAA for Justice Assistance Grants, if different), State Court Official, State EMS Director, State Trauma System Manager, Statewide Interoperability Coordinator, State Citizen Corps or equivalent Point of Contact (POC), the State EMSC Coordinator, State Education Department, State Human Services Department, State Child Welfare Services, State Juvenile Justice Services, Urban Area POC, United States Coast Guard Area Command or Captain of the Port, Senior Members of the Regional Transit Security Working Group, Senior Security Officials from Major Transportation Systems, and the Adjutant General.

### ***Supplemental UASI Guidance***

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The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban Areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. In some instances Urban Area boundaries cross State borders. States must ensure that the identified Urban Areas take an inclusive regional approach to the development and implementation of the FY 2012 UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, State agencies, Statewide Interoperability Coordinators, Citizen Corps Council(s) or their equivalent, and campus law enforcement in their program activities.

Grantees must also demonstrate the integration of children and individuals with disabilities or access and functional needs into activities implemented under this program.

## Composition

Pursuant to provisions of the 9/11 Act, eligible FY 2012 UASI sites were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by OMB. MSAs are used by DHS to determine eligibility for participation in the program. *Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried.* UAWGs must continue to take a regional approach to membership but are not required to expand or contract existing Urban Area participation to conform to MSA composition as a result of this legislative change. Detailed information on MSAs is publicly available from the United States Census Bureau at <http://www.census.gov/population/www/metroareas/metrodef.html>.

## Program Requirements

The SAA will be responsible for ensuring compliance with the fiduciary and programmatic administration requirements of the FY 2012 UASI program.

- **Identify POCs.** The SAA must confirm a specific POC with the designated Urban Area. The SAA POCs are responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing Urban Areas to ensure that information for current POCs is on file with FEMA.
- **Define the Urban Area.** The SAA POC, in coordination with the candidate Urban Areas, must define the Urban Area, as it will apply to the FY 2012 UASI program. The identified city or combined entity represents the candidate Urban Area eligible to apply for funding under the FY 2012 UASI program. For those Urban Areas with a combined entity, that area represents the minimum area that must be part of the defined Urban Area. The definition of the Urban Area is limited to jurisdictions contiguous to the geographic area used to determine eligibility, or those jurisdictions in that area which have established formal mutual aid agreements. States may request a waiver for this limitation for regions previously established by Executive Order, law, or compact. For the purposes of the FY 2012 UASI program, the Washington, D.C. Urban Area will consist of the National Capital Region (NCR) as set forth in 10 U.S.C. §2674(f)(2). In coordination with the UAWG, the SAA POC may redefine the geographic boundaries of an existing Urban Area, as it will apply to the FY 2012 UASI program. The SAA POC must notify FEMA of this change.
- **Establish the UAWG.** Membership in the UAWG must provide either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement, fire, and emergency management) that comprise the defined Urban Area. It must also be inclusive of local Citizen Corps Council or their equivalent and tribal representatives. The UAWG should also ensure the integration of local emergency management, health, and medical systems into a coordinated, sustained local capability to respond effectively to a mass casualty incident. The UAWG should also include officials responsible for the

administration of Center for Disease Control (CDC) and Office of the Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements. Finally, it is also recommended that members advocating on behalf of vulnerable populations including youth, the elderly and individuals with functional needs, socio-economic factors and cultural diversity, be invited to provide representation.

The SAA POC must ensure that appropriate representation for the defined Urban Area is included per this guidance. FEMA strongly encourages that, wherever possible, previously established local working groups should be leveraged for this purpose to ensure that UASI resources are managed in the most efficient and effective manner possible. The UAWG may also support State efforts to develop the State Preparedness Report, particularly as it relates to UASI activities.

An overview of the UAWG structure and a list of members and their associated jurisdictions must be provided to FEMA along with the grant application. Urban Areas must notify the SAA of any updates to the UAWG structure or membership, of which the SAA must thereafter provide notification to FEMA.

- **Governance.** The jurisdictions identified in Appendix A – *FY 2012 Program Specific Allocations* represent the candidate Urban Areas eligible to apply for funding. The UAWG will be responsible for coordinating the development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process.

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be on file with FEMA prior to drawing down FY 2012 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

- **Urban Area Homeland Security Strategy.** Urban Areas must utilize their Urban Area Homeland Security Strategy as the basis for requesting funds to support Investments identified in their UASI IJ. There must be a clear correlation between the goals, objectives, and priorities identified in the Urban Area Homeland Security Strategy and proposed FY 2012 UASI program activities. In addition, the Urban Area Homeland Security Strategy must also be consistent with and supportive of the State Homeland Security Strategy. All Urban Areas

receiving funding in FY 2012 must have an approved Urban Area Homeland Security Strategy.

### **Allocation of Funds**

The use and allocation of all grant funds available through the FY 2012 UASI program must focus on the Investments identified in the Urban Area's IJ and the implementation of the FEMA-approved Urban Area Homeland Security Strategy. The use of funds must also be consistent with overall UASI program guidelines, the State Homeland Security Strategy, PPD-8: National Preparedness, and must develop or sustain one or more core capabilities in the NPG. Funds used to support whole community and individual preparedness related efforts, such as engaging non-governmental organizations and vulnerable populations demonstrating the integration of children and individuals with disabilities or access and functional needs in all phases of emergency management, participation of disaster volunteers, such as Community Emergency Response Teams (CERT) in training, exercises and response and recovery operations, and educating the public should be coordinated with local CERT programs, Citizen Corps Councils or their equivalent.

The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations. If consensus cannot be reached within the 45-day time period allotted for the State to obligate funds to sub-grantees, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG, or the failure to achieve otherwise, on the allocation of funds and submit it to FEMA immediately after the 45-day time period allotted for the State to obligate funds to sub-grantees.

Any UASI funds retained by the State must be used in direct support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State are directly supporting the Urban Area. If the SAA intends to retain any UASI funds, the SAA must prepare an Investment that demonstrates how the retained funds will be used to directly support the designated Urban Area in the State. This Investment should be included in the designated Urban Area's IJ.

### ***Supplemental OPSG Guidance***

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OPSG provides funding to designated localities to enhance cooperation and coordination between Federal, State, local, tribal, and territorial law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with International water borders.

FY 2012 OPSG is intended to support United States border States and territories in accomplishing the following objectives:

- Increase capability to prevent, protect against, and respond to border security issues;
- Encourage local operational objectives and capabilities to enhance National and State Homeland Security Strategies (such as the Federal Secure Borders Initiative and United States Customs and Border Protection (CBP)/Border Patrol (BP) strategies);
- Increase coordination and collaboration among Federal, State, local, tribal, and territorial law enforcement agencies;
- Continue the distinct capability enhancements required for border security and border protection;
- Provide intelligence-based operations through CBP/BP Sector Level experts to ensure safety and operational oversight of Federal, State, local, tribal, and territorial law enforcement agencies participating in OPSG operational activities;
- Support a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities; and
- Continue to increase operational, material and technological readiness of State, local, tribal, and territorial law enforcement agencies.

The FY 2012 OPSG funds must be used to increase operational capabilities of Federal, State, local, tribal, and territorial law enforcement, promoting a layered, coordinated approach to law enforcement within United States border States and territories.

- **Federal, State, Local, Tribal, and Territorial OPSG Integrated Planning Team (IPT).** It is recommended that Federal, State, local, tribal, and territorial partners establish and maintain an OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from CBP/BP, the SAA, and participating law enforcement agencies' OPSG program representatives.
- **Coordination Requirements.** All operational plans should be crafted in cooperation and coordination among Federal, State, local, tribal, and territorial partners. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the CBP/BP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA.

After awards are announced, prospective grant recipients will re-scope the draft Operations Order and resubmit as a final Operations Order with an embedded budget, based on actual dollar amounts to be awarded. Final Operations Orders will be approved by the appropriate Sector Headquarters and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Grantees may not begin operations, obligate, or expend any funds until the final Operations Order and embedded budget has been approved by FEMA GPD and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed. FY 2012 OPSG activities are expected to maximize HSGP strategic planning efforts and integration with State, tribal, territory, Urban Area, and local Homeland Security Strategies.

### **Additional Coordination Requirements**

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Although CCP and MMRS are no longer funded as discrete grant programs within HSGP, the following coordination requirements will remain in place for FY 2012 for proposed activities that support mass casualty incident preparedness as well as citizen preparedness.

**Mass Casualty Incident Preparedness.** Mass casualty preparedness must be conducted in collaboration with State/city/local health department who administer Federal funds from the Department of Health and Human Services for this purpose. Preparedness efforts should enhance the integration of local emergency management, health, and medical systems into a coordinated, sustained local capability to respond effectively to a mass casualty incident. Grantees must also demonstrate how their investments will increase the effectiveness of emergency preparedness planning and response for the whole community by integrating and coordinating activities for children and adults with disabilities and others with access and functional needs. Further, grantees are strongly encouraged to collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils or their equivalent, as well as leverage other Federal programs, such as the HHS ASPR Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), CDC Cities Readiness Initiative (CRI), PHEP, and Strategic National Stockpile Programs. Grantees are also encouraged to engage in multi-discipline preparation across first responder community, including Emergency Medical Services (EMS) for response to catastrophic events and acts of terrorism.

**Citizen Preparedness.** Citizen preparedness must be coordinated by an integrated body of government and nongovernmental representatives. State and local government recipients of HSGP funds must have a body to serve as their Citizen Corps Council or their equivalent with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, emergency medical services/public health or their designee, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), and advocacy groups for children, seniors, people with disabilities and others with access and functional needs. Furthermore, citizen preparedness efforts should include advocates and specialists representing the unique needs of infants and children and representatives from the disability community.

## Appendix C – Funding Guidelines

Grantees must comply with all the requirements in 44 CFR Part §13 and 2 CFR Part §215.

In general, grantees should consult with their FEMA Headquarters Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established by the FOA. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the NPG.

### **Management and Administration (SHSP, UASI, and OPSG)**

A maximum of up to five percent (5%) of HSGP funds awarded may be retained by the State, and any funds retained are to be used solely for management and administration purposes associated with the HSGP award. This includes allowability of M&A for OPSG. States may pass through a portion of the State M&A allocation to local sub-grantees to support local M&A activities. Sub-grantees may also retain a maximum of up to five percent (5%) of funding passed through by the State solely for management and administration purposes associated with the HSGP award. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/government/grant/bulletins/index.shtm#1>.

Allowable Investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

### **Planning (SHSP, UASI, and OPSG)**

FY 2012 SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and that support Performance Objectives such as THIRA and Planning, by placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v.2 as well as development and maintenance of a THIRA. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Grantees must use the *CPG 101: Developing and Maintaining Emergency Operations Plans* in order to develop robust and effective plans. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf).

### **Organization (SHSP and UASI Only)**

Organizational activities include:

- Program management;
- Development of whole community partnerships;

- Structures and mechanisms for information sharing between the public and private sector;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- As identified in priority one utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission by using historical data or other analysis. All States are allowed to utilize up to 50 percent (50%) of their FY 2012 SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their FY 2012 UASI funding for personnel costs. At the request of a recipient of a grant, the Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Organizational activities under SHSP and UASI include:

- **Intelligence analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be



made available to FEMA Program Analysts upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's BCA.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.
  
- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2012 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
  - Backfill and overtime expenses (as defined in this FOA) for staffing State or Major Urban Area fusion centers;
  - Hiring of contracted security for critical infrastructure sites;
  - Public safety overtime (as defined in this FOA);
  - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
  - Increased border security activities in coordination with CBP, as outlined in Information Bulletin 135.

FY 2012 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 50 percent (50%) of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the Urban Area Working Group

(UAWG) and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

### **Equipment (SHSP and UASI)**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2012 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grantees (including sub-grantees) that are using FY 2012 HSGP funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order. SAFECOM guidance can be found at <http://www.safecomprogram.gov>.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health department who administer Federal funds from the Department of Health and Human Services for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within the period of performance of the FY 2012 HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

### **Training (SHSP and UASI)**

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, Department of Transportation). Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps, including those for children and individuals

with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, and validation of completed corrective actions from previous exercises or real world events, where applicable.

### **Exercises (SHSP and UASI)**

Exercises conducted with FEMA support should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the National Integration Center at <http://www.fema.gov/emergency/nims/index.shtm>.

All States and Urban Areas are required to conduct a Training and Exercise Planning Workshop (TEPW) and develop a Multi-Year Training and Exercise Plan (TEP) on an annual basis. Such plans should take into consideration anticipated training and exercise needs of the respective jurisdiction for at least the immediate year, with exercises being targeted to provide responders the opportunity to utilize training received. Such plan should also include a training and exercise schedule and States' and Urban Areas' priority capabilities to focus the allocation of exercise resources. This Plan is to be submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov). All scheduled training and exercises included in the Plan should be entered in the HSEEP National Exercise Schedule (NEXS) System, located in the HSEEP Toolkit on the HSEEP website. A TEPW user guide and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website at <https://hseep.dhs.gov>. States and Urban Areas are also encouraged to participate in their respective FEMA Regional Training and Exercise Workshop (conducted annually) and coordinate/integrate State and Urban Area exercise initiatives accordingly. Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

Grantees must develop AAR/IPs following the completion of exercises funded under this program; the use of HSEEP is strongly encouraged. AAR/IPs are to be submitted to [hseep@dhs.gov](mailto:hseep@dhs.gov). Please ensure the documents are encrypted (password-protected) and the password is also sent to [hseep@dhs.gov](mailto:hseep@dhs.gov) via a separate email.

### **Maintenance and Sustainment (SHSP, UASI, and OPSG)**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

FY 2012 grant funds are intended to support the NPG by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's Information Bulletin 336 (Maintenance and Sustainment) has been expanded to allow for the support of equipment that has previously been purchased with both Federal grant and non-Federal grant funding. Grantees need to ensure that eligible costs for maintenance and sustainment be an allowable expenditure under applicable grant programs and support one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

### **Law Enforcement Terrorism Prevention Allowable Costs (SHSP and UASI Only)**

The following activities are eligible for use of LETPA focused funds:

- Maturation and enhancement of [recognized State and major Urban Area fusion centers](#), including information sharing and analysis, target hardening, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the “If You See Something, Say Something™” campaign to raise public awareness of indicators of terrorism and violent crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

For additional information, refer to the Building Law Enforcement Terrorism Prevention Capabilities priority within Appendix B – *FY 2012 HSGP Program Specific Priorities*.

### **Critical Emergency Supplies (SHSP and UASI Only)**

In furtherance of DHS's mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under SHSP and UASI. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA's approval of a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the State's inventory management plan and distribution strategy.

The States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. The States are further encouraged to share their FEMA approved plans with local jurisdictions and tribes to meet minimum inventory management plan requirements when using FEMA grant funds.

### **Construction and Renovation (SHSP and UASI Only)**

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 106 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements, SAAs should refer to Information Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtm>).

FY 2012 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that

their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

OPSG funds may not be used for any type of construction.

### **Personnel (SHSP and UASI)**

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2012 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, SAAs should refer to Information Bulletin 358 or contact their FEMA Headquarters Program Analyst.

FY 2012 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

### **Operational Packages (SHSP and UASI)**

Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti Terrorism Teams, for new capabilities as well as sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all federally funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Applicants are reminded that personnel-related activities associated with OPacks will be subject to the PRICE Act requirements in which all States are allowed to utilize up to 50 percent (50%) of their FY 2012 SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their FY 2012 UASI funding for personnel costs.

### **Western Hemispheric Travel Initiative (SHSP)**

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards. More information on the WHTI may be found at

[http://www.dhs.gov/files/programs/gc\\_1200693579776.shtm](http://www.dhs.gov/files/programs/gc_1200693579776.shtm) or  
[http://www.getyouhome.gov/html/eng\\_map.html](http://www.getyouhome.gov/html/eng_map.html).

### **Other Secure Identification Initiatives (SHSP)**

SHSP funds may also be used to support the Department's additional efforts to enhance secure identification. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems are a priority. DHS is currently developing and implementing a number of screening programs in which secure identification credentials figure prominently. These include the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

States are encouraged to continue implementing activities previously funded through DLSGP that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver's license and identification cards;
- Reduce the cost of program implementation for individuals, States, and the Federal government;
- Expedite State progress toward meeting minimum security standards; and
- Plan and expedite State-specific activities to support Federal data and document verification requirements and standards.

### **Operations (OPSG)**

The intent of OPSG is to focus on operational aspects of enhancing coordination between Federal, State, local, tribal, and territorial law enforcement agencies to increase the security of the United States Borders. While equipment is an allowable expense, the FY 2012 OPSG is not intended to be an equipment-centric grant.

- *Operational Overtime.* Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *PRICE of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent (50%) of their FY 2012 OPSG funding for personnel related costs, which include overtime activities. At the request of a grant recipient, the FEMA Administrator

may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal FY 2012 OPSG personnel waiver request should:

- Be requested on official letterhead, include a written justification, and be signed by the authorized representative of the SAA;
  - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity;
  - Include an approved Operations Order from the CBP/BP Sector office which supports the SAA's written justification;
  - Be coordinated with the CBP Sector and Office of the Border Patrol; and
  - Be forwarded electronically by the SAA to FEMA GPD Program Analyst.
- *Part Time Personnel.* FY 2012 OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
  - *Travel, Per Diem, and Lodging.* Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).
  - *Vehicle and Equipment Rentals*
  - *Vehicle/Equipment Maintenance*
  - *Fuel Cost and/or Mileage Reimbursement.* There is no cap for reimbursement of operational activities.
  - *Activate Reserve State, local, tribal, and territorial law enforcement personnel.* Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
  - *Backfill.* Costs associated with backfill for personnel supporting operational activities.
  - *Law Enforcement Readiness.* Use of FY 2012 OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

### **Unallowable Costs (OPSG)**

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. The FY 2012 OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. FY 2012 OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies.



Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to Information Bulletin 358

(<http://www.fema.gov/government/grant/bulletins/index.shtm>) or contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

### ***Examples of Allowable Activities for SHSP and UASI***

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#### **Planning Activities**

Examples of planning activities include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
  - Implementing the NPG and the Whole Community Approach to Security and Emergency Management
  - Pre-event recovery planning
  - Implementing the National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans
  - Enhancing and implementing Statewide Communication Interoperable Plan (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
  - Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
  - Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions
  - Conducting local, regional, and tribal program implementation meetings
  - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
  - Designing State and local geospatial data systems
  - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
  - Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
  - Activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for

- people with physical, sensory, mental health, intellectual and cognitive disabilities)
  - Preparing materials for State Preparedness Reports (SPRs)
  - WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Developing related terrorism prevention activities including:
  - Developing THIRA that reflects a representative make up and composition of the jurisdiction
  - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
  - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
  - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
  - Developing and planning for information/intelligence sharing groups
  - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning, monitoring, and mitigation of threats
  - Integrating and coordinating private sector participation with fusion center activities
  - Developing and implementing preventive radiological/nuclear detection activities
  - Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
  - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
  - Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
  - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
  - Volunteer programs and other activities to strengthen citizen participation
  - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
  - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites

- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
  - Community-based planning to advance “whole community” security and emergency management
  - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
  - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
  - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
  - Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
  - Implementing SCIP and TICPs that align with the goals, objectives, and initiatives of the NECP
  - Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
  - Developing terrorism prevention/protection plans
  - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
  - Developing plans for mass evacuation and pre-positioning equipment
  - Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
  - Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
  - Developing or enhancing border security plans
  - Developing or enhancing cyber security and risk mitigation plans
  - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
  - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
  - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
  - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
  - Developing or updating local or regional communications plans

- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, mitigation, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- Developing or conducting assessments, including but not limited to:
  - Developing pre-event recovery plans

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local, regional, and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Activities that support the identification and development of alternate care sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)
- Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response
  - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: Citizen Corps Affiliate Programs and Organizations, Community Emergency Response Teams (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Establishing and sustaining Citizen Corps Councils or their equivalent

- Working with youth-serving organizations to develop and sustain a youth preparedness program

### **Organization Activities**

The following organization activities in support of public-private partnerships are allowable expenses.

- Program management:
  - Salary for a dedicated liaison who acts as the primary point of contact, coordinates the public-private partnership and ensures proper implementation of the strategic plan
  - Facilities, including meeting space and work space for private sector liaisons. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
  - Supplies needed to support regular communications
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Sustain partnership efforts to include:
  - Support for in-person meetings, events, and conferences that bring the public and private sectors together. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
  - Web-based and social media tactics (webinars, emails, newsletters, alerts, databases, online collaboration tools, website development and maintenance, etc)
  - Innovative approaches for reaching the Whole Community to include translated material for individuals that are blind and or have low vision capability and those with English as a second language and coalitions among citizens.
  - Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures
- Structures and mechanisms for information sharing between the public and private sector:
  - Tools, software, programs, and other mechanisms that support two-way information sharing during normal and emergency operations
  - Means to receive input or feedback from the private sector, and encourage participation from civic leaders from all sectors
  - Regular and timely communications on subjects relating to all phases of emergency management, such as newsletters, emails, and alerts
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors

- Web-based and new media platforms that allow real-time information exchange
- Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
- A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
  - Tools for identifying and tracking available paid and unpaid disaster response resources
  - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
  - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
  - Tools for real time information sharing between the public and private sector
  - Licensing, screening, or other requirements for access to real EOC or virtual EOC

## Training Information

**Training Information Reporting System (“Web-Forms”).** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/territory Training Point of Contact (TPOC) with the reporting of State and Federal sponsored training supported by HSGP funds. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.

FEMA resources include a number of different training sources:

- *FEMA Provided Training.* These programs or courses are developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI) and the National Training and Education Division (NTED) training partner programs including, the Competitive and Continuing Training Grant programs, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).
- *Training Not Provided by FEMA.* These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- *Approved State Sponsored Course Catalog.* This catalog lists State/territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

- *Federal Sponsored Courses.* This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA. These courses are listed at <http://www.firstrespondertraining.gov>.
- *Approved Federal Sponsored Course Catalog.* This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.
- Additionally the new National Preparedness Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at <http://training.fema.gov/occ/>.
- *Joint Training and Exercises with the Public and Private Sectors.* These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
- *FEMA Provided Training.* FEMA funds the direct delivery of a variety of courses that States, tribes, and territories can request to meet training needs. These courses are listed in the NTED approved course catalog listed at <http://training.fema.gov/>.

Each FEMA training partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the training partner can continue to offer the classes to the States through one of two methods—the Voluntary Training Enhancement Program (VTEP) or the Excess Delivery Acquisition Program (EDAP).

VTEP is a voluntary program designed to increase flexibility for States and territories while enhancing NTE's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years may be used to support a State, territory, or Urban Area's implementation of this program. Through VTEP, the SAA has the authority to adopt various NTED provided programs for delivery by institutions within its State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum.

EDAP allows NTED training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. The cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

**Attending Training Not Provided by FEMA (State or Federal Sponsored Courses).**

States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and strategy of preparing State, local, tribal, and territorial personnel or citizens to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.



States, territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by FEMA, but supported with HSGP funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. States, territories, and Urban Areas intending to use FEMA funds to support attendance at training not provided by FEMA must ensure these courses:

- Fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and catastrophic events;
- Build additional capabilities that: (a) support a specific training need identified by the State, territory, and Urban Area, and (b) comport with the State, territory, or Urban Area Homeland Security Strategy;
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*;
- Address specific capabilities and related tasks articulated in PPD-8; and
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, and OPSG) for which the funding will be used.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

**State and Federal-Sponsored Course Catalogs.** Courses approved through NTED will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the NTED Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms). NTED will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment or
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Strategy for Blended Learning and access the Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose.

States and territories are required to conduct an Improvement Plan Workshop and Training and Exercise Plan Workshop to identify best practices, capability gaps, key priorities, and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises section.

**Joint Training and Exercises with the Public and Private Sectors.** Trainings and exercises designed to enhance private sector and public sector coordination are allowable. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, tribes, and local units of government are encouraged to incorporate the private sector in government-sponsored training and exercises.

Training and exercises for the public or civilian volunteer programs supporting first responders before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management, serving and integrating people

with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

### **Allowable Training Costs**

Allowable training-related costs include, but are not limited to, the following:

- *Developing, Delivering, and Evaluating Training.* Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, Communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an

award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- *Travel.* Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- *Certification/Recertification of Instructors.* States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin 193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).

### **Exercise Requirements**

*Training and Exercise Plan Workshop.* States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to [hseep@dhs.gov](mailto:hseep@dhs.gov).

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov), all scheduled training and exercises should be entered in the HSEEP National Exercise Scheduling (NEXS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. A TEPW user guides and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans.

Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multi-year Training and Exercise Plan.

- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- *Exercise Evaluation and Improvement.* Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hseep.dhs.gov>.
- *Self-Sustaining Exercise Programs.* States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

## Allowable Exercise Costs

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.* Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36– whichever is more stringent – must be followed.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

## **Unauthorized Exercise Costs**

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

## Appendix D – FY 2012 HSGP Investment Justification Template and Instructions

### Investment Justification (IJ) Application Instructions

States, territories, and Urban Areas are required to use the web-based IJ submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2012 HSGP submission. Please allow enough time before (or no later than 11:59 p.m. EDT) May 4, 2012 to complete the IJ in the GRT. Urban Areas should work in accordance with their respective State's timelines and processes identified by the SAA to ensure the Urban Area IJ is submitted by the SAA in compliance with the application deadline.

For instructions on how to log into the GRT and complete the IJ, please reference the *GRT Investment Justification Submission Technical User's Guide* located at <https://www.reporting.odp.dhs.gov/>. After the IJ application has been marked 'complete' in the GRT, SAAs on behalf of applicants must upload the IJs as attachments with the application using the ND Grants system located at <https://portal.fema.gov>. Please note that applicants should ensure that the IJ accounts for all funds requested by the applicant and the total funding requested does not exceed the funding allocations included in Appendix A – *Program Specific Allocations*.

### IJ Planning Worksheet

Applicants may use the Word-based *Investment Justification Planning Worksheet*, which is an optional, off-line tool, to help in drafting each Investment to be included as part of the final HSGP IJ. All responses completed in this worksheet must be transferred to the applicant's official IJ located in the GRT. The Worksheet is available at [www.fema.gov/grants](http://www.fema.gov/grants) along with the FY 2012 HSGP FOA materials.

### Multi-Applicant Investments

States, territories, and Urban Areas may propose Multi-Applicant Investments, which represent a shared interest between two or more States and territories, or a shared interest between two or more Urban Areas, as one (or more) of their 10 Investment submissions. Urban Areas cannot submit a Multi-Applicant Investment in partnership with the State in which they are located. Each participating State or Urban Area must outline the specific components of the Multi-Applicant Investment for which it would be responsible and include that Investment in its own submission. For 2012, the Multi-Applicant Investments will continue to be evaluated like other Investments as part of the review process, but will not incorporate a bonus point structure.

The FY 2012 HSGP Multi-Applicant submission process will require Multi-Applicant partners to identify a submitting partner who will only be required to initiate the Multi-Applicant Investment within the GRT by providing the Investment name(s) and the names of all partners. Once initiated, all partners will independently complete all sections of their Multi-Applicant Investment. Submitting partners should initiate the Multi-Applicant process early enough to allow all partners to complete their own Investments on time.



## FY 2012 HSGP IJ Outline

Question	Response	Review Criteria
<b>Overall Investment Justification Portfolio</b>		
Describe how the spectrum of terrorism and natural hazard risks that the State/territory/Urban Area faces influenced the development of this Investment Justification to include all Investments.	<i>Narrative</i> (1500 character max)	The response will be reviewed to provide context for the Investment Justification.
Identify the amount and percentage of funding that will be dedicated to Management & Administration expenditures.	<i>Amount/Percentage</i>	
<b>I. Overview</b>		
I.A Identify the Investment as: If the Investment is Ongoing, identify the Investment(s) from prior year(s):	<i>New, Ongoing</i> Fiscal Year and Investment Name	The response will be reviewed to provide context for the Investment.
I.B Provide the Investment name:	Short Title (100 character max)	
I.C Provide the applicant name	State/territory Urban Area	
I.D Identify if this Investment focuses on building new capabilities or the sustainment of existing capabilities.	<i>New, Existing</i>	
I.E Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved.	Narrative (2500 character max)	The response provides a detailed description and clear understanding of various activities that will be supported by this Investment.
<b>II. Baseline</b>		
II.A Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment.	Narrative (1500 character max)	The response will be reviewed to provide context for the Investment.
II.B Describe existing capability levels that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2012 funds.	Narrative (1500 character max)	The response provides a clear understanding of existing capability levels and what capability gap(s) the Investment will address.
II.C Explain the capability gap(s) that this Investment is intended to address.	Narrative (1500 character max)	
<b>III. Project Management and Milestones</b>		
III.A Provide the proposed FY 2012 HSGP funding amount for this Investment. Identify if this is a fusion center Investment.	Amount	The response provides a clear demonstration and a comprehensive understanding of how the Investment supports identified NPG Core Capabilities, primary POETE Solution Area, and LETPA.
III.B If applicable, provide the proposed funding amount that is expected to be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA)	Amount	
III.C Identify the NPG Core Capabilities that are supported by this Investment. For each of the selected Core Capabilities, provide the proposed funding amount to be obligated from this Investment.	<i>Select all that apply</i> and Amount	
III.D Provide the proposed funding amount to be obligated from this Investment towards the primary Planning, Organization, Equipment, Training, and Exercises (POETE) Solution Area.	<i>Planning, Organization, Equipment, Training, Exercise</i>	
III.E Identify up to ten projects/activities, with start and end dates, which will be implemented over the 24 month period of performance. Provide the following information:		The response provides a clear description of projects/activities that will demonstrate progress towards achieving the Investment.
- Project Name	Short title (100 character max)	
- Funding Amount	Amount	
- Project Management Step	<i>Initiate, Plan, Execute, Control, Close Out</i>	
- Start Month/Year	Month/Year	
- End Month/Year	Month/Year	
III.F Does this Investment require new construction or renovation, retrofitting, or modification of existing structures?	No, Yes	The response will be reviewed to provide context for the Investment.
<b>IV. Accomplishments and Impact</b>		
IV.A Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Section II, Baseline.	Narrative (1500 character max)	The response provides a clear description of how the outcomes will be achieved during the FY 2012 HSGP period of performance. The response also describes how accomplishments will bridge capability gap(s) outlined in Section III, Baseline.

## Appendix E – FY 2012 OPSG Operations Order Template and Instructions

### Operations Order Instructions

As part of the FY 2012 OPSG application process, each eligible local unit of government at the county level or federally-recognized tribal government must develop their Operations Order in coordination with State and Federal law enforcement agencies, to include, but not limited to CBP/BP. Operations Orders that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the Operations Order should address this in the Executive Summary. The details should include the names of the agencies, the points of contact, and the individual funding requests. The OPSG Operations Order Template can be found at <http://www.grants.gov>.

### Requirements Overview

The Operations Orders must:

- Be created and submitted in Microsoft Word (\*.doc)
- Not exceed six (6) pages in length with the emphasis on the Executive Summary, Mission, and Budget
- Use the following file naming convention when submitting required documents as part of the FY 2012 OPSG application: “FY 2012 OPSG <State Abbreviation> - <Local Unit of Government Name>”

Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

### Budget Requirements Overview

In an effort to streamline the application process, each applicant is required to submit an annual budget addressing OPSG related costs and expenses as part of the Operations Order. This budget should be detailed and should serve to:

- Explain how the costs were estimated
- Justify the need for the costs incurred

For clarification purposes, the Operations Order may include tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs).

### Executive Summary Overview

Details to include in the Operations Order Executive Summary:

- Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in your jurisdiction. Typically, this will be a

program lead or manager overseeing operations and individuals assigned to that agency.

- Briefly describe how Federal, State, local, and tribal law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

**FY 2012 OPERATION STONEGARDEN (OPSG) OPERATIONS  
ORDER AND BUDGET TEMPLATE**

<b>Op Order Name:</b>	Operation	
<b>Op Order Number:</b>	<Completed by CBP>	
<b>Op Dates:</b>	<b>From:</b>	<b>To:</b>
<b>Report Date:</b>		

**Executive Summary**

**I. SITUATION**

**A. General Situation:**

**B. Terrain/Weather:**

**C. Criminal Element:**

**D. Friendly Forces:**

**II. MISSION**

**III. EXECUTION**

**A. Management/Supervisor Intent:**

**B. General Concept:**

**C. Specific Responsibilities:**

1.

2.

3.

**D. Coordinating Instructions:**

**IV. BUDGET**

Within the Operations Order, include budgets and operative spending plans in one-year increments (Year 1 and Year 2). The annual operations should be practical and able to be completed within the 24-month period of performance. Grantees may not begin operations, obligate, or expend any funds until the final Operations Order and embedded budget has been approved by FEMA GPD and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed.

The sample table provided below may be used as a guide to the applicant in the preparation of the budget and Operations Order to be submitted. Using the table below, compute the total estimated cost under the Narrative Justification column and indicates the amount of Federal funds requested under the Federal Request column that will support the project.

**A.1 Example - Cost Estimates/Funding Requests (Year 1):**

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime		\$50 per hour OT rate x 11 personnel x 10 hours x 3 day detail x 4 quarters per year x 2 years	\$132,000.00
Fringe Benefits for Law Enforcement		\$27.55/hr x 1.5 OT = (\$41.33/hr) x (.062) = (\$2.56/hr FICA) x 5840 hrs/yr x 2 yrs	\$29,925.92
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training		Federal or below: approx miles of 3,500, 15 days single Occupancy @ \$150 for 5 people	\$1,750.00
General Equipment		Lines, personal flotation devices, GPS software updates, marine batteries, thermal imaging system	
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)		Sea Hawk Boat, Explorer 4x4 Police with Package	\$75,000.00
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	46,800 miles per year x .18 cents per mile = \$8,424.00 x 2 yrs Tires, engine repair, other	\$16,848.00
	Fuel Cost	3,342 x \$4.50 per gallon = \$15,043/yr x 2 yrs	\$30,086.00
<b>Total</b>			<b>\$285,609.92</b>

**A.2 Cost Estimates/Funding Requests (Year 2):  
< INSERT COST ESTIMATES AND FUNDING REQUESTS TABLE >**

**V. COMMAND/CONTROL/COMMUNICATION**

**A. Chain of Command:**

**B. Unit Command:**

**C. Communications Detail:**

**D. Map Coordinates:**

**Notes:**

**Longitude:**

**Latitude:**

**Degrees:**

**Minutes:**

**Seconds:**

**Decimal:**

**Location Zone:**

**ANNEX**

**A. Administration Annex:**

**B. Execution Annex:**

**C. Command Annex:  
Media Action Plan:**

**Legal Review:**

**Risks:**

**Photos:**

## Appendix F – FY 2012 OPSG Operational Guidance

The success of Operation Stonegarden (OPSG) will be achieved through an integrated, layered approach to border security and targeted enforcement techniques and strategy. This also includes fulfillment of specific roles and responsibilities, newly defined expectations for operations, disciplined reporting procedures, and the introduction of performance measures in 2012. Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border-security conditions.

OPSG uses an integrated approach to address transnational criminal activity. To achieve unity of effort, it is essential that each participant know the roles and responsibilities within the integrated planning team. Participation in OPSG is based on the expectation that State, local, and tribal law enforcement agencies will conduct border-security operations using an Integrated Planning Team chaired by the U.S. Border Patrol, which will provide routine monitoring and technical expertise to each participating agency. Each operation will be reviewed for border-security value and approved by the corresponding sector's Chief Patrol Agent or his/her designee.

As OPSG continues to evolve, several proven practices have been recognized, centered on short-term, periodic operations in support of overarching near and long-term goals. A multi-step process will be established via the area Integrated Planning Team, including a campaign plan and a cycle of operations to ensure that Stonegarden participants maintain synergism and have a coordinated and measurable impact on reducing border-security risk.

Standardized, accurate, and timely reporting will focus on: monitoring program performance; assessing productivity and results; determining the level of integration and information sharing; evaluation of money spent and operations conducted; and developing best practices for future operations. In FY 2012, OPSG has standardized the form used to capture key data sets. In addition, nationwide standards for submitting the reporting forms will be implemented.

### **I. Concept of Operations and Campaign Planning (Post Allocation Announcement/Pre-Award)**

The overarching operational cycle involves three stages; application, concept of operations, and one or more tactical operational periods, which are all developed by the Integrated Planning Team.

**First Stage:** The first stage is outlined in the application process. The original request and justification for funding will be submitted through the Border Patrol sectors, which is consistent with the processes used in previous years. The initial application will use an Integrated Planning Team, made up of operation stakeholders, including the U.S. Border Patrol.

**Second Stage (Post Award):** This stage involves the creation of a Concept of Operations and occurs after awards are announced. Participants will submit a Concept of Operations via their Integrated Planning Team that serves two primary purposes: formation of a campaign plan and capturing the initial, generalized-budgetary intent. A campaign plan is defined as a series of related law enforcement operations aimed at accomplishing a strategic or operational objective within a given time and space. The campaign plan should State the participant agency's long-term border security objectives and goals designed to mitigate border-security risk.

OPSG's two-year performance period exceeds the scope of a single, major, border-security operation. Proper use of the funds may require several short-term operations that combine to form an ongoing operational cycle, ensuring that Border Patrol commanders and State, local, and tribal agency partners reserve the flexibility to respond to the ever-changing elements of border security. Funds should be obligated as needed to target specific threats or vulnerabilities and ensure that OPSG usage is commensurate to the unique risk of each border region.

The concept of operations also will articulate the budgetary intent of how funds will be used throughout the performance period. It can initiate the procurement of equipment, as well as state how much the county intends to use for management and administration (M&A) while keeping overtime funds and residual equipment funds available for use as needed. The Concept of Operations will project planned expenditures in the following categories: overtime, equipment, instruction, travel, maintenance, fuel, and administrative funds. If the recipient intends to spend more than 50 percent of their award on overtime over the course of the performance period, requests for an overtime waiver would be submitted at this time. In addition, if the need for new equipment is anticipated, requests can be submitted in the concept of operations to begin the process. The concept of operations will meet both the SAA expectations to obligate the funds within 45 days of the award announcement and the demands of the grant's operational intent. Once the Concept of Operations is submitted and approved, the area Integrated Planning Team will meet to begin the last stage in the planning process.

**Third Stage:** This stage begins when the award recipient is ready to conduct operations. The area Integrated Planning Team will meet to begin planning tactical operations. Tactical operational periods are described in detail below.

## **II. Tactical Operational Period**

Operational discipline is necessary for the success of OPSG. Deliberate, adaptive, integrated, and intelligence-driven planning is critical to conducting targeted enforcement operations consistent with the objectives of the OPSG grant program. By participating in the program, the State, local, and tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below.

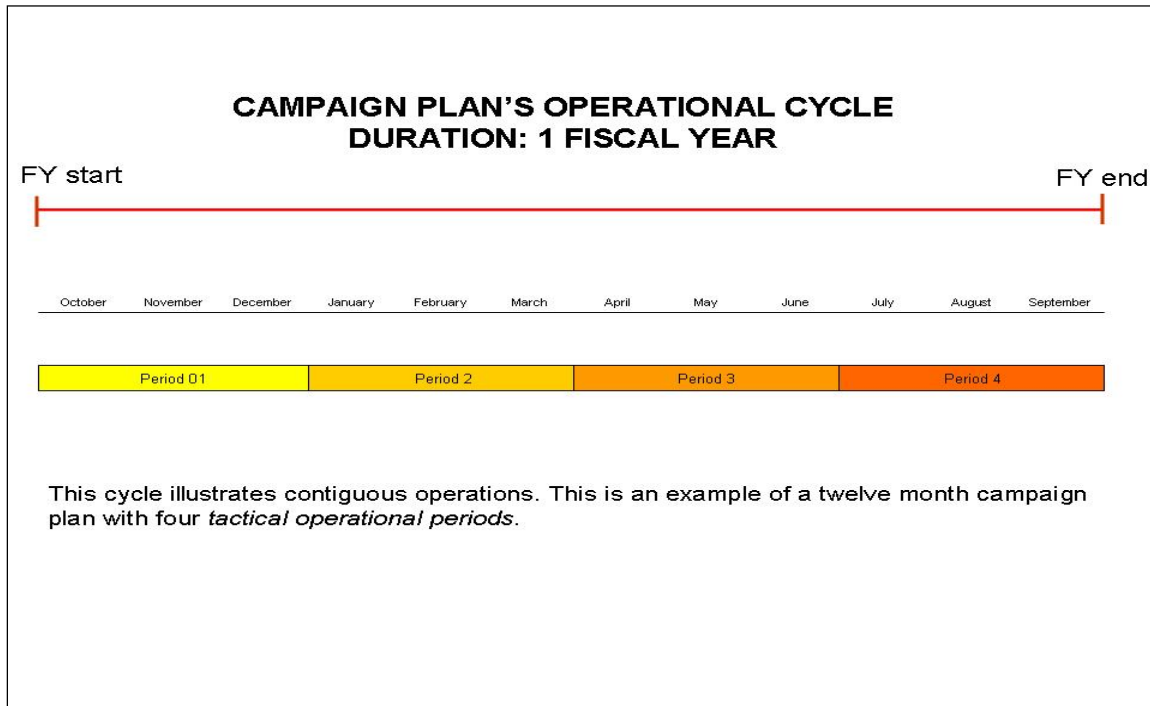


Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the Integrated Planning Team; 2) specified beginning and ending dates; 3) are intelligence driven, with a nexus to border security; 4) use targeted enforcement techniques; 5) have clearly stated objectives; and 6) conclude with an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. The cyclical nature of the process will ensure OPSG activities align with the fluctuating border-security threats and vulnerabilities. Key planners should recognize that shorter, frequent tactical operational periods increase the flexibility and leverage gained through OPSG funding.

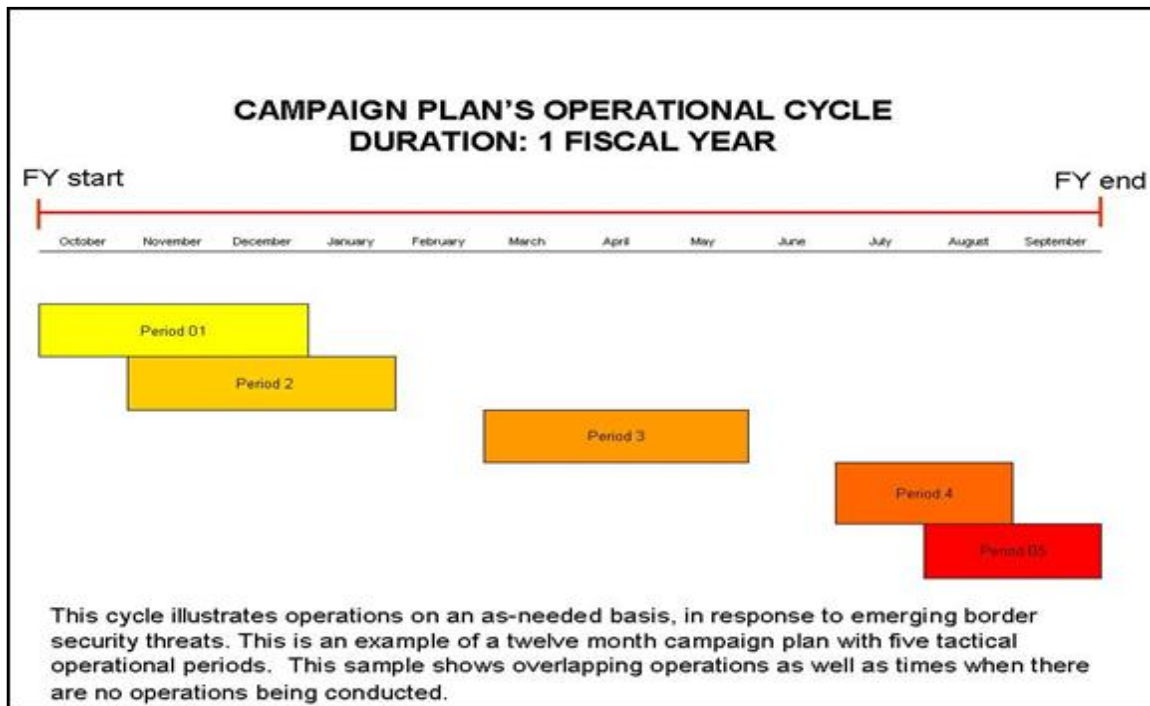
The Integrated Planning Team should leverage information provided by the fusion center, Border Intelligence Centers or other local intelligence center, when possible and establish a common operational vision. The Border Patrol sector's Chief Patrol Agent, or his/her designee, will ensure that the information or intelligence has a clear nexus to border security. The frequency and duration of each tactical operational period should be predicated by local risk factors. The tactical operational period may combine to develop an operational cycle that is synchronous or asynchronous, connected, or unconnected, depending on security conditions and the Integrated Planning Teams intent. Each tactical operational period will begin on a predetermined date and end on a predetermined date, but the dates may be subject to change commensurate with emerging security conditions.

Intelligence will be shared and vetted for border security value, driving the focus of operations. The tactical operational period should focus on specific targets of interest or specific areas of interest identified by the Integrated Planning Team. Once intelligence-driven targets are identified, the Integrated Planning Team will decide on operational objectives that reflect the intended impact of operations. The objectives should outline how the operation will deter, deny, degrade, or dismantle the operational capacity of the targeted transnational criminal organizations. The starting date of the operational period should be established to allow sufficient time for the order to be submitted and approved through Border Patrol Headquarters and the GPD at FEMA headquarters (FEMA/GPD). Once approved, the operation can be conducted.

The following diagrams illustrate two different approaches for conducting operations:<sup>2</sup>



**Figure 1: Example of an Ongoing Synchronized Operational Cycle**



**Figure 2: Example of a Dynamic, Unsynchronized Operational Cycle**

### III. Reporting Procedures

<sup>2</sup> These illustrations reflect a twelve month campaign plan. A campaign plan should be written to encompass the performance period. Performance periods vary from State to State, please contact the State Administrative Agency in your area for clarification.

Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used, and how the State, local and tribal agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. To ensure consistent reporting each State, local and tribal agency will identify a single point of contact to represent their agency as a member of the Integrated Planning Team and to coordinate the submission of reports or execute other aspects of the grant.

In FY 2012, the reporting format will be standardized as well. Attachment A, the Daily Activity Report is to be used to submit the ongoing results and outputs from OPSG operations conducted. The Daily Activity Report will be submitted to the Border Patrol sector, if required, or to the participating agency's OPSG coordinator. The agency coordinator will compile the results from each Daily Activity Report at the end of the month and submit a monthly report to the border patrol sector. The monthly report is due to sector by the 10<sup>th</sup> day of the month. The Border Patrol sector will compile the results from the participating agencies and submit the results to Border Patrol Headquarters by the 15<sup>th</sup> of each month.

In addition to the ongoing reporting of outputs, participants will be required to submit After Action Reports to participating agencies and the Border Patrol within 10 days of any completed operation, after convening a debrief meeting. The After Action report should carefully articulate outcomes and outputs, as well as how the results of the operation compare with the objectives identified during the pre-planning meeting. Failure to submit the after-action report in a timely manner may prevent the approval of future operations requests.

#### **IV. Operational roles and responsibilities**

The Border Patrol sector's Chief Patrol Agent, or his/her designee, will:

- Coordinate and chair the area Integrated Planning Team's meetings
- Coordinate with all interested and eligible State, local, and tribal agencies in the sector's area of operation during the open period of the OPSG application process by:
  - Assisting applicants in completing the operations planning portion of the application, which is similar to the Operations Order used by the Border Patrol<sup>3</sup>
  - Forwarding the approved operation portion of the application to CBP/BP Headquarters, as well as to the SAA to complete the application process set by FEMA/GPD
- Following the announcement of grant awards, coordinate and chair a meeting with State, local, and tribal agencies that received OPSG awards to develop an individualized campaign plan. This includes:
  - Working with State, local, and tribal agencies, along with other Federal law enforcement agencies to determine the dates, focus, and needs of each

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<sup>3</sup> This will not be entered into the Border Patrol Enforcement Tracking System (BPETS).

tactical operational period, ensuring that each operation has a nexus to border security;

- Receiving the first periodic operations order from the State, local, and tribal agencies and ensuring that the operation is conducted as outlined in Section I;
- Monitoring and supporting the Operational Cycle throughout the performance period;
- Ensuring Daily Activity and After Action Reports are submitted by State, local and tribal agencies in the proper format and within the established timeframes;
- Providing instruction, when possible, to State, local and tribal agencies regarding techniques, methods and trends used by transnational criminal organizations in the area; and
- Providing a single point of contact to participants as a subject matter expert in OPSG that can coordinate, collect, and report operational activities within the established reporting procedures.

The State, local or tribal agency lead, or their designee, will:

- Participate as a member of the Integrated Planning Team to facilitate the application process during the open period and ensure the application is submitted in compliance with the grant instructions;
- Upon receiving a grant award, coordinate and meet as a member of the Integrated Planning team to develop an individualized campaign plan that covers the length of the grant performance period;
- Work within the Integrated Planning team to develop an initial Operational Cycle and determine the duration of the first operational period based on the tactical needs specific to the area;
- Submit the first periodic operations order to the Border Patrol and ensure the operation meets the six criteria established in Section II;
- Conduct operations, on an as-needed basis throughout the length of the grant performance period;
- Ensure reports are submitted to the to the Border Patrol, and the SAA when applicable, in the proper format and within established timeframes;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area; and
- Provide the SAA and Border Patrol a single point of contact that maintains subject matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.

The SAA is responsible for the following:

- Acts as the fiduciary agent for the program and provide expertise in State policy and regulations;

- Enter into a sub-grant agreement with the award recipients to disburse the allocated funding awarded through FEMA/GPD;
- Generate quarterly reports to FEMA and the U.S. Treasury capturing the award recipients' obligation and expenditure of funds;
- Determine if the grant's performance period requires additional refinement over the federally established 24 month period; and
- Conduct audits of the program to ensure that the award recipients are in compliance with program guidance.

# Attachment A:

## Operation Stonegarden

### Daily Activity Report

#### Date Information

Date of Activity

FY Funds Used

Select...

#### Agency Identifiers

Sector

Agency Type

Region/County

Agency Name

#### Operational Expenses

Overtime Hours

Labor Cost

Miles Driven/Patrolled

Mileage Cost

Fuel Used (in Gallons)

Fuel Cost

Equipment on Order

Equipment Cost

Total Cost

#### Operational Activity

Narcotics Seizures

Misdemeanor Arrests

Subjects TOT BP

Cash Seizures

Felony Arrests

Cases TOT BP

Weapons Seizures

Outstanding Warrants

Criminal Aliens TOT BP

Vehicle Seizures

Citations Issued

Vehicle Stops

Specialty Equipment

Intel Reports

\*\*\*Click the orange arrows below to add details about seizures and arrests.

#### Specialty Equipment Usage

Surveillance Tower

Marine Patrol Asset

Armored Vehicle

Mobile Command Center

Aviation Asset

Other Spec. Equipment

**Narcotic Seizure Details**

---

Type	Weight	Report Number	Location	Comments
Select...				

**Currency Seizure Details**

---

Amount	Report Number	Location	Comments

**Vehicle Seizure Details**

---

Make/Model	Estimated Value	Location	Comments

**Weapon/Ammunition Seizure Details**

---

Weapon Type	Amount Seized	Report Number	Location	Comments

**Specialty Equipment Usage Details**

---

Specialty Equipment	Report Number	Location	Comments

**Significant Arrest Details**

---

Name	Date of Birth	Report Number	Location	Comments

**Intelligence Summary**

---

Category	Report Number	Location	Summary
Select...			

---

**Authorizing Officer**

**Date of Report**

**V. Definitions**

Integrated Planning Team: The IPT will consist of State, local, and tribal OPSG stakeholders within their Border Patrol sector area and U.S. Border Patrol representatives, but may include other area Federal law enforcement agencies if

deemed necessary by the Chief Patrol Agent. The Integrated Planning Team will be used for all aspects of OPSG application, planning, and de-briefings.

Area of Interest: A specific area, areas, or facilities known to be used by transnational criminal organizations in furtherance of their criminal activity.

Campaign: A series of related law enforcement operations aimed at accomplishing a strategic or operational objective within a given time and space.

Concept of Operations: A written statement that clearly and concisely expresses what the State, local or tribal commander intends to accomplish and how it will be done using available resources (and funding).

Operational Cycle: A deliberate on-going cycle of command, staff, and unit activities intended to synchronize current and future operations (driven by current intelligence and short-term goals that support the campaign).

Operational Discipline: The organized manner in which an organization plans, coordinates, and executes the OPSG mission with common objectives toward a particular outcome.

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Tactical Operational Period: An operational segment that meets the following six criteria: 1) specified beginning and ending dates; 2) begins with pre-planning; 3) is intelligence driven; 4) uses targeted enforcement techniques; 5) has clearly stated objectives; and 6) concludes with an after-action meeting.

Targeted Enforcement: The leveraging of all available assets against a specific action, area, individual, or organization and using those deemed most appropriate to mitigate risk.

Target of Interest: A specific person, group of persons, or conveyance known to be part of, or used by transnational criminal organizations to advance their criminal activity.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same "command" structure, to achieve a success.



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EXHIBIT G

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CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PLANNING ROSTER

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.  
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

CFDA #:

97.067 HSGP

City of Los Angeles

**LEDGER  
TYPE:**

Today's Date

Expenditure  
Period:

(Date) From:  
(Date) To:

Cash Request  
or Mod. #

**Approval:  
Cal EMA  
ONLY**

Date & Initials  
(Prog. REP.):

Project	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Final Product	Part of a Procurement over 100k	Sole Source Involved	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Total Approved	Remaining Balance	Item #	Sub-Line #	Jurisdiction	Department
						-	-	-	-	-		-	-				

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Equipment Inventory

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

City of Los Angeles

<b>LEDGER TYPE:</b>			
Today's Date			
Expenditure Period:	(Date) From:		
	(Date) To:		
Cash Request or Mod. #			
<b>Approval: Cal EMA ONLY</b>	Date & Initials (Prog. REP.):		

Project	Equipment Description (Quantity)	AEL #	AEL Title	SAFECOM consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date

Part of a Procurement over 100k	Sole Source Involved	Hold Trigger	Approval Date	Estimated Cost	Amount Approved	Amount This	Cash Request #	Total Approved	Remaining Balance	Item #	Sub-Line #	Jurisdiction	Department

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

TRAINING ROSTER

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.  
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

CFDA #: 97.067 HSGP

City of Los Angeles

<b>LEDGER TYPE:</b>			
Today's Date			
Expenditure Period:		(Date) From:	
		(Date) To:	
Cash Request or Mod. #			
<b>Approval: Cal EMA ONLY</b>		Date & Initials (Prog. REP.):	

Project	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	EHP Approval Date	Part of a Procurement over 100k

Sole Source Involved	Estimated Cost	Amount Approved	Amount This Request	Cash Request #	Total Approved	Remaining Balance	Item #	Sub-Line #	Jurisdiction	Department

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EXERCISE ROSTER

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.  
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

CFDA #: 97.067 HSGP

<b>LEDGER TYPE:</b>		
Today's Date		
Expenditure Period:	(Date) From:	
	(Date) To:	
Cash Request or Mod. #		
<b>Approval: Cal EMA ONLY</b>	Date & Initials (Prog. REP.):	

Project	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	EHP Approval Date	Date of Exercise	Exercise Activity	Identified Host	Date of AAR entered into HSEEP	Part of a Procurement over 100k	Sole Source Involved	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Total Approved	Remaining Balance	Item #	Sub-Line #	Jurisdiction	Department
												-	-	-		-	-				

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EXHIBIT H

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## LA/LB UASI Modification Request Form

Please fill out the modification request form below and send it to your grant specialist. Include the details for each line # affected by the modification. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the "Modified To" section blank if you do not know that information. **Additionally, please attach any solution area ledger affected by the modification.** Modifications are submitted to CalEMA at the beginning of each fiscal quarter. To be considered for that quarter's modification request, please submit by:

- 1Q: March 15th
- 2Q: June 15th
- 3Q: September 15th
- 4Q: December 15th



### Basic Information:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Summary and reason for modification request:	Are the modified ledgers attached electronically?	Have these forms been sent in?
	<i>Equipment Inventory</i>	<i>GrantStat</i>
	<i>Training Roster</i>	<i>EHP</i>
	<i>Orgnization Roster</i>	<i>Sole Source</i>
	<i>Planning Roster</i>	<i>JRIC Request</i>
	<i>Exercise Roster</i>	<i>Aviation Request</i>

### Modified From:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
<b>Total:</b>											\$ -	

### Modified To:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
<b>Total:</b>											\$ -	

### HSPS Use Only:

Grant Specialist	Date Received	Date Approved by HSPS	Modification #	Notes

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EXHIBIT I

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**California Emergency Management Agency**

**REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION**

Subgrantee Name: Los Angeles/Long Beach Urban Area

Homeland Security Grant Program (please check):

UASI FY 10, Grant #: 2010-0085, CalEMA ID #: 037-95050

UASI FY 11, Grant #: 2011-SS-0077, CalEMA ID #: 037-95050

UASI FY 12, Grant #: 2012-SS-00123, CalEMA ID #: 037-95050

Project name: \_\_\_\_\_ Project Budget: \$ \_\_\_\_\_

Project Master Line/Sub-Line Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Agency/Department: \_\_\_\_\_

1. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

Equipment & Description	Cost	AEL number

2. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

3. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

- a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

- b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

**California Emergency Management Agency**

**REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION**

- c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
  
- 4. Did your organization confirm that the contractor/vendor is not debarred or suspended?
  
- 5. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
  
- 6. Has your organization determined the costs are reasonable?
  
- 7. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

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EXHIBIT J

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# LA/LB UASI

## REQUIRED SUPPORTING DOCUMENTS FOR CLAIM REIMBURSEMENT

### Submit all claims and supporting documentation to:

Homeland Security and Public Safety  
Office of Mayor Antonio R. Villaraigosa  
200 N. Spring Street, Room M175  
Los Angeles, CA 90012  
Phone: 213.978.0701 Fax: 213.978.0718

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

#### Sub-recipients are also required to perform the following:

- Review the Federal **Debarment Listing** prior to purchase to ensure the intended vendor is not listed. Provide a screen print showing that the listing was queried when submitting the supporting documentation.
- All **Sole Source** contracts must obtain approval from the **State** prior to the purchasing of items.

#### Procurement

- |                          |                                     |                          |    |                          |                                     |
|--------------------------|-------------------------------------|--------------------------|----|--------------------------|-------------------------------------|
| <input type="checkbox"/> | Competitive/Formal bid process?     | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes                                 |
| <input type="checkbox"/> | Informal procurement memo attached? | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes                                 |
| <input type="checkbox"/> | Is this a Sole Source purchase?     | <input type="checkbox"/> | No | <input type="checkbox"/> | Yes (Prior State approval attached) |

#### FOR EQUIPMENT:

- Grant Reimbursement Request Form** with **authorized signature** and **date** for each line #.
- Invoice:** Must be stamped "**PAID**", **signed** with authorized signature for payment, and **dated**. **Circle**, or **designate** on the invoice/receipt the items requesting reimbursement. Each item **circled** must have **project #**, a funding **SOURCE**, and **TOTAL**. Include proof of payment (copy of canceled check and/or internal accounts payable record). Price quotes will **not be accepted** as proof of purchase for reimbursement
- Purchase Orders**
- Proof of Delivery** (ie. packing slips): If packing slips cannot be provided by vendor, the purchase order needs be stamped **RECEIVED** with the date the product was received and signature
- Reviewed **Federal Debarment Listing:** <http://www.epls.gov/epls/search.do>  
 **No.**  **Yes**, print screen is attached for auditing purposes.
- Equipment Inventory Ledger**, completed listing with all requested information, **including** Line #, Equipment Description, **AEL #, AEL Title**, Qty, Invoice #, Invoice Date, Vendor, Amount of Request, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, and Deployed Location. Please send electronic file to your grant specialist.

#### FOR TRAINING/EXERCISE/ PLANNING:

- Grant Reimbursement Form** with **authorized signature** and **date** for each Reference No/ Project No.
- Training/Exercise Roster** completed listing with project #, course name, solution area sub-category, discipline, ODP approval, and ODP tracking number.
  - For Training – **ODP approved tracking number** is required
  - For Exercise – Submit **After Action Report** into the ODP Portal within 60 days of event. Attach proof report was submitted (ie. report cover sheet, confirmation email).
- Timecards:** indicating the **# of hours** charged per day, employee signature & supervisor signature. Electronic timecard is acceptable.
- Payroll register** indicating the salary, hourly rate, employee benefits, overtime rate. Include backfill for name of employee attending training/exercise.
- For Training & Exercise Only: Class Roster/Sign-in sheets** or Certificate of Completion with training date (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their your own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

#### Additional items:

- Travel** Itemized receipts required for costs such as airfare, lodging, meals and/or training/conference fees. Receipts/invoices must include appropriate dates agreeing with the travel/training period. Gratuity and alcoholic beverages are not allowed for reimbursement. Credit card authorization slips are unacceptable. Please see [www.gsa.gov](http://www.gsa.gov) for approved per diem rates.
- Workshop** –Invoices and proof of payment for instructor, facilities, contractor and consulting services.

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF LOS ANGELES  
URBAN AREA SECURITY INITIATIVE GRANT  
Reimbursement Request Form**

Return Expenditure Requests to:

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

Jurisdiction: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Expenditure Period: begin \_\_\_\_\_ end \_\_\_\_\_

- UASI FY08
- UASI FY09
- UASI FY10
- UASI FY11
- UASI FY12

Project Letter: \_\_\_\_\_  
Master Item #: \_\_\_\_\_  
Sub-Line #: \_\_\_\_\_

Prepared By: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

Please mark this box to indicate final request for reimbursement

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment				-	-
Exercise				-	-
Training				-	-
Planning				-	-
Organization				-	-
Management & Admin				-	-
<b>Total</b>	-	-	-	-	-

*This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for cost incurred within the Grant Performance Period.*

*Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.*

**Authorized Department Approval:**

**Please Remit Payment to:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone No. (extension)

\_\_\_\_\_  
Fax No.

**HSPS Department Use Only**

Invoice Tracking No: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Cash Request No: \_\_\_\_\_

Invoice No: \_\_\_\_\_

Document ID No: \_\_\_\_\_

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EXHIBIT K

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**California Emergency Management Agency**

**AVIATION REQUEST**

Subgrantee Name: Los Angeles/Long Beach Urban Area

Homeland Security Grant Program (please check):

UASI FY 10, Grant #: 2010-0085, CalEMA ID #: 037-95050

UASI FY 11, Grant #: 2011-SS-0077, CalEMA ID #: 037-95050

UASI FY 12, Grant #: 2012-SS-00123, CalEMA ID #: 037-95050

Project Amount: \$ \_\_\_\_\_

Project name: \_\_\_\_\_

Project Master Line/Sub-Line Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Agency/Department: \_\_\_\_\_

1. Indicate the type of equipment for this request (choose only one of the following).

Aviation _____ Aviation Related Equipment _____
---

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft addresses.

5. Please explain how the requested aircraft fits into the State/Urban Area's integrated operational plans.
6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft will be outfitted.
7. Please describe how this aircraft will be used operationally and which response assets will be deployed using the requested aircraft.
8. Please describe how this aircraft will be utilized on a regular, non-emergency basis.
9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)



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EXHIBIT L

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**California Emergency Management Agency**

**ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST**

Subgrantee Name: Los Angeles/Long Beach Urban Area

Homeland Security Grant Program (please check):

UASI FY 10, Grant #: 2010-0085, CalEMA ID #: 037-95050

UASI FY 11, Grant #: 2011-SS-0077, CalEMA ID #: 037-95050

UASI FY 12, Grant #: 2012-SS-00123, CalEMA ID #: 037-95050

Project name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Project Master Line/Sub-Line Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Agency/Department: \_\_\_\_\_

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC \_\_\_\_\_

Alternate/Back-up/Duplicate EOC \_\_\_\_\_

2. Physical address of facility:

\_\_\_\_\_

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

<b>Supplies/Equipment</b>	<b>AEL #</b>	<b>Cost</b>
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		

Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		
Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - EOC Supplies and Equipment</b>		

6. Explanation of "other" items:

7. Has your organization determined the costs are reasonable?

Submitted by: \_\_\_\_\_  
(Name) (Signature)

Date: \_\_\_\_\_

---

EXHIBIT M

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**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**

Homeland Security Grant Program (please check):

- UASI FY 08, Grant #: 2008-0006, CalEMA ID #: 037-95050**
- UASI FY 09, Grant #: 2009-0019, CalEMA ID #: 037-95050**
- UASI FY 10, Grant #: 2010-0085, CalEMA ID #: 037-95050**
- UASI FY 11, Grant #: 2011-SS-077, CalEMA ID #: 037-95050**

**ESTABLISH/ENHANCE JOINT REGIONAL INTELLIGENCE CENTER (JRIC) REQUEST**

1. What type of JRIC does your organization plan to establish/enhance? (Choose one of the following)

Primary JRIC \_\_\_\_\_ Alternate/Back-up/Duplicate JRIC \_\_\_\_\_

2. Physical address of facility \_\_\_\_\_

3. Describe how the establishment/enhancement of an JRIC improves your organization’s ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization’s JRIC in the table below.

<b>Supplies/Equipment</b>	<b>AEL #</b>	<b>Cost</b>
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions  (Explain why a regular television is unsuitable for the particular project, and explain how this item will enhance your organization’s overall ability to prevent, plan, respond to and recover from a terrorism event.)		
GIS plotter and software		
Telephone systems		

Software development		
Commercial off-the-shelf (COTS) software		
Installation of JRIC items		
Miscellaneous connections for JRIC items		
Standardized mapping software		
Standardized emergency management software		
Installation of JRIC items		
Miscellaneous connections for JRIC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.) _____ _____		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - JRIC Supplies and Equipment</b>		

6. Explanation of "other" items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Has your organization determined the costs are reasonable?

Submitted by \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Date: \_\_\_\_\_