Council Meeting of
October 4, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police and Fire – Accept the 2010 Urban Area Security Initiative grant contract and appropriate and allocate the award for public safety equipment and training. Expenditure: $147,822.

RECOMMENDATION

Recommendation of the Police Chief and Fire Chief that City Council accept the 2010 Urban Area Security Initiative (UASI) grant contract and appropriate and allocate the award in the amount of $147,822 for personal protective equipment, Alternate Emergency Operations Center equipment, and Terrorism Liaison Officer training.

FUNDING

2010 Urban Area Security Initiative Grant.

BACKGROUND

The U.S. Department of Homeland Security, through the City of Los Angeles Mayor's Office, is providing financial assistance to selected jurisdictions through the 2010 UASI grant. This federal grant is for addressing the planning, training, exercise, and equipment needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism. The grant performance period is from October 28, 2010 through April 30, 2013.

In October 2011, as a subrecipient of the City of Los Angeles, the City of Torrance was awarded $147,822 in funding from the 2010 UASI grant. The grant funds will be allocated for public safety purposes as follows:

1. $20,000 will be used to purchase emergency personal protective equipment for the Police Department;

2. $100,000 will be used to purchase equipment to upgrade the Alternate Emergency Operations Center at the Torrance Airport (FEAP 570); and

3. $27,822 will be used to pay the cost of employee overtime arising from Terrorism Liaison Officer training for the Fire Department.

The Police Department will have primary responsibility for administering the 2010 UASI grant. We will coordinate the efforts of staff involved in all of the funded projects in order to complete the required reports and comply with the grant's terms and conditions.

Respectfully Submitted,

JOHN J. NEU
CHIEF OF POLICE

By _____
Laurie Anderson
Business Manager

CONCUR:

_____
John J. Neu
Chief of Police

_____
Richard Shigaki
Director

_____
William Racowschi
Fire Chief

_____
LeRoy J. Jackson
City Manager

Attachment A – 2010 UASI Subrecipient Agreement (Limited Distribution)

Attachment A

SUBRECIPIENT AGREEMENT

Jurisdiction: City of Torrance

Title: FY 10 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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AGREEMENT NUMBER 2010-0085 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF TORRANCE

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and City of Torrance, a municipal Corporation (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office of Grants and Training ("G&T"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2010 Urban Areas Security Initiative Grant Program ("UASI 10" or the "Grant") in the amount of $69,922,146 ("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 July 19, 2011 (C.F. # 10-1166, dated: July 19, 2011); and

WHEREAS, DHS is providing Federal grants funding and assistance to the LA/LBUA in order help achieve its mission of securing America from the many threats it faces; and

WHEREAS, DHS achieves its mission by meeting four areas of responsibility, which are: guarding against terrorism, securing our borders, enforcing our immigration laws, and improving readiness for, response to and recovery from disasters;

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, this financial assistance is administered by the City of Los Angeles and is overseen by the California Emergency Management Agency ("CalEMA"); and

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

WHEREAS, the 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 now wishes to distribute UASI 10 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA as further detailed in this Agreement;

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number # 10-1166 dated July 19, 2011) which authorizes the City to prepare and execute this Agreement.

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

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

A. The City, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and

B. The City of Torrance [a municipal corporation], having its principal office at: 3031 Torrance Boulevard, Torrance, CA 90503.

§102. Representatives of the Parties and Service of Notices

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

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

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

2. The representative of City of Torrance shall be:

   LeRoy J Jackson, City Manager
   3031 Torrance Boulevard
   Torrance, CA 90503
   (310) 618-5880
   (310) 618-5891
   ljackson@TorranceCA.Gov

   With a copy to:
   Laurie Anderson, Business Manager
   Torrance Police Department
   3300 Civic Center Drive

Torrance, CA 90503
(310) 618-5676
(310) 618-5635
landerson@TorranceCA.Gov

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
(310) 618-2870
(310) 618-2391
sherbers@TorranceCA.Gov

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

A. This Section is Left Intentionally Blank

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a

part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from October 28, 2010 to April 30, 2013 (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 2010 Homeland Security Grant Program Guidance and Application Kit ("DHS 10 Guidance"), (2) DHS Information Bulletins, (3) CalEMA's FY 10 Homeland Security Grant Program California Supplement to Federal Guidance and Application Kit ("CalEMA 10 Supplement"), (4) CalEMA Grant Management Memos ("GMM"), (5) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (6) DHS/FEMA's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (7) CalEMA FY 10 Grant Assurances, attached hereto as Exhibit E and made a part hereof, and (8) 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 2010 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY10 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 FY10 Investment Justifications, where applicable. Subrecipient agrees that that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds. Subrecipient 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 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, dated October 28, 2010 (the "Budget"). The Budget contains detailed listings of items and projects for expenditure under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the Parties during the term of this Agreement.

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 M. 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 Grant Funds on modified budget

items until such modification is approved by the City and CalEMA/Grantor.

3. Final modification requests must be submitted to the City no later than 30 days prior to the end of the applicable Grant performance period deadline 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 10 Project Timeline provided by the City to manage its allocation of the Grant Funds. A UASI 10 Project Timeline is attached hereto as Exhibit T. Subrecipient shall provide a UASI 10 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 in the form as set forth in Exhibit T and shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the UASI 10 Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient may update the UASI 10 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 UASI 10 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. Subrecipient shall initiate and complete work on a project within the applicable time frame after receipt of approval for such project from CalEMA. CalEMA may grant extensions to the time of performance for a project at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. All extension requests must be approved by CalEMA in writing during the term of this Agreement to be effective.

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

F. Any equipment acquired pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, UASI Authorized Equipment List (https://www.rkb.us), DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and

Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, Organization, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). 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, Title 28 CFR Parts 66 and 70, the current editions of the OJP Financial Guide and the DHS Financial Management Guide, and Title 44 CFR Part 13.

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.

G. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does 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 I, 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 P), when applicable. Records must be retained pursuant to 28 CFR Part 66, the current editions of the OJP Financial Guide and the DHS Financial Management Guide, and Title 44 CFR Part 13. 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 Q.

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 R.

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 S.

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 UASI 10 Project Timeline, as approved by the City.

12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or DHS-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.

H. Any training paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof) and must be pre-authorized by CalEMA at http://www.ohs.ca.gov/hseep/TrainingHome.html. A catalogue of Grantor approved and sponsored training courses are available at http://www.firstrespondertraining.gov/odp_webforms.

I. Any exercise pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Detailed Homeland Security Exercise and Evaluation Program Guidance is available at http://hseep.dhs.gov.

J. Any planning paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Subrecipient must have a City approved, tangible deliverable for the planning project. Reference materials and additional details are available at http://www.calema.ca.gov

K. 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.

L. Any organizational activities paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner.

M. 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

N. 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 N. Any such request may be denied by City and CalEMA in their sole discretion.

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 Forty-Seven Thousand Eight Hundred twenty-two Dollars ($147,822.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to Subrecipient in the FY 10 UASI grant award notice. The disbursement shall be on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the 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 (attached hereto as Exhibit P) and Equipment Ledger (Exhibit I), Training Roster (Exhibit J), Planning Roster (Exhibit L) and/or Exercise Roster (Exhibit K), 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 I) 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 (attached hereto as Exhibit L) or class exercise roster (attached hereto as Exhibit K) 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 on or before February 28, 2013. 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 OJP financial guidelines and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, 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.

F. This section intentionally blank.

G. 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.

H. 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 UASI 10 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 UASI 10 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 or Subrecipient's failure to meet milestones or deadlines set forth in its UASI 10 Project Timeline.

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, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state 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 therefore. Subrecipient certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

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

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

C. Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Los Angeles City Business Tax Registration Certificate

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

§410. Bonds

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

§411. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. 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 Section 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

§412. Conflict of Interest

A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. (This section intentionally left blank.)

D. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

E. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.

F. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

H. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

I. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

J. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§413. Insurance

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

§414. Restriction on Disclosures

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement be used, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. 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. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.

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

5. Records Inspection

a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, 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 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.

b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

a. Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201), 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 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 sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) 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, gender or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, the Subrecipient will forward a copy of the finding to the City and the Office of Civil Rights, Office of Justice Programs.

10. Environmental

a. Subrecipient shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

b. Subrecipient shall comply with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars ($10,000) or more.

c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not undertake any project having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, 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. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.

d. Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

e. Subrecipient shall comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

f. Subrecipient shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be

used in the project is under consideration for listing by the EPA.

h. Subrecipient is, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

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

j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension and Debarment

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

13. Drug-Free Workplace

Subrecipient shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Miscellaneous

Subrecipient shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, *Urban Areas Security Initiative Grant Program II*; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 10 Guidance; CalEMA 10

Supplement; CalEMA 10 Grant Assurances (attached hereto as Exhibit E); DHS 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.

   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.

C. Travel Expenses

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

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

D. Noncompliance

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

E. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the City to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit E. By signing these Grant Assurances, the City became liable to the Grantor for any funds that are used in violation of the Grant requirements. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances. 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. Federal, State and Local Taxes

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

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp.,

p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is developed as part of a project funded under this Agreement, 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, publish, or otherwise use, and authorize others to use, for all government purposes: (a) any Material so developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds.

2. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy

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

§419. Earned Income Tax Credit

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

§420. Equal Benefits Ordinance

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

§421. Contractor Responsibility Ordinance

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

§422. Slavery Disclosure Ordinance

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

§423. Child Support Assignment Orders

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

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

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

§425. Publications

All publications created or published with funding under this Grant shall prominently contain the following statement: "*This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.*"

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. (This section intentionally left blank.)

§503. (This section intentionally left blank.)

§504. (This section intentionally left blank.)

§505. Amendments

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

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes forty (39) pages and twenty (20) Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY: CARMEN TRUTANICH, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: JUNE LAGAMY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: City of Torrance, a municipal corporation By _____ Date _____
ATTEST: By _____ City Clerk Date _____	[SEAL]

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

Exhibit A

Insurance

(Not applicable to this Agreement)

Exhibit B

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or 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 Agreement 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

   (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
AGREEMENT NUMBER

_____
RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

Exhibit C

Certification Regarding Lobbying

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

_____
AGREEMENT NUMBER

_____
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

Exhibit D

Certification Regarding Drug Free Requirements

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Subrecipient's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.

4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
   a. Abide by the terms of the statement, and
   b. Notify the Subrecipient in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

_____ AGREEMENT # _____

SUBRECIPIENT/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE DATE

Exhibit E

Grant Assurances

Attachment A

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: Los Angeles / Long Beach Urban Area

Address: 200 North 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 FY2010 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.

 Initials AF

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 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.

12. 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.

13. 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.

14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

15. 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.

16. Will comply with all Federal and State Statues 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.

Initials AF

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 or 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.

17. 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.

18. 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.

19. 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.

20. 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, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions 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.

21. 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.

22. 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 National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) 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.

23. 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.

24. 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."*

25. 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.

26. 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.

27. 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. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

28. 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).

29. 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.

30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

31. 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.

32. 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.

33. 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.

34. Agrees that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

35. Agrees that equipment acquired or obtained with grant funds:

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

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

36. 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.

37. 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.

38. 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).

39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

40. 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.

41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

44. 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".

45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
    a. The applicant certifies that it and its principals:
        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
        ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
        iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an on-going drug-free awareness program to inform employees about:
        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

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

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. 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.

48. 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: Alisa Finsten

Printed Name of Authorized Agent: Alisa Finsten

Title: grants Director Date: 9/27/10

Exhibit F

Part V: Application and Submission Subpart E Funding Restrictions

E. Funding Restrictions

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.

The applicable SAAs will be responsible for administration of the FY 2010 HSGP. In administering the program, the SAA must work with the eligible applicants to comply with the following general requirements:

1. **HSGP Priorities Threshold.** As noted before, FY 2010 HSGP applies to all capabilities with an emphasis on the eight National Priorities.

2. **Law Enforcement Terrorism Prevention.** Per the 9/11 Act, States are required to ensure that at least 25 percent of SHSP appropriated funds and 25 percent of UASI appropriated funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. This requirement does not include award funds from OPSG, MMRS, and CCP.

3. **Management and Administration (M&A) Limits.** A maximum of up to five percent (5%) of HSGP funds (exclusive of OPSG) awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall M&A amount may not equal more than five percent (5%) of HSGP funds (exclusive of OPSG). ***No M&A funds may be used to support the FY 2010 OPSG Program.***

4. **Allowable Costs.** A crosswalk of allowable costs across the HSGP programs can be found in Part VIII of this Guidance package, along with additional detail on planning, organization, equipment, training, and exercises costs. The following pages outline global allowable costs guidance applicable to all programs included in the HSGP.

Allowable Investments made in support of the HSGP Priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, equipment, training, or exercises. Additional detail about each of these allowable expense categories, as well as sections on additional activities including explicitly unallowable costs, is provided. In general, grantees should consult their FEMA

Headquarters Program Analyst (for SHSP, UASI, or OPSG questions) or FEMA Regional Program Analyst (for MMRS or CCP questions) prior to making any Investment that does not clearly meet the allowable expense criteria established by the Guidance.

Planning Activities (SHSP, UASI, OPSG, MMRS, CCP)

States and Urban Areas may use FY 2010 HSGP funds for planning efforts that enable them to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., tribal governments, law enforcement, fire, EMS, health care systems, public health, behavioral health, public works, rural water associations, agriculture, and information technology) and levels of government. States and Urban Areas are further encouraged to include disciplines responsible for the health, safety, education, and care of infants and children and those responsible for integrating the accessibility and functional needs of children and adults with disabilities. Planning activities should focus on the four homeland security mission areas of prevention, protection, response, and recovery. HSGP funds should also be leveraged to integrate specialized programs, such as the Regional Catastrophic Preparedness Grant Program, into the overall framework at the State and Urban Area level. All jurisdictions are encouraged to work through Citizen Corps Councils, nongovernmental entities, and the general public in planning activities.[4] Grantees are encouraged to use the *Comprehensive Preparedness Guide 101*, *Producing Emergency Plans: A Guide for All-Hazard Operations Planning for State, Territorial, Local and Tribal Governments* in order to develop robust and effective plans.

Organizational Activities (SHSP and UASI only)

Section 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes the following allowable activities:

- Responding to an increase in the threat level under the Homeland Security Advisory System, or needs resulting from a National Special Security Event
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers
- 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.[5] All States are allowed to utilize up to 50 percent of their FY 2010 SHSP funding and all Urban Areas are allowed up to 50 percent of their FY 2010 UASI funding

[4] Nongovernmental entities include the private sector, private nonprofits, faith-based, community, volunteer, and other nongovernmental organizations.

[5] The effectiveness of a request for the use of funds for allowable organizational costs will be judged on the Investment Justification's ability to illustrate the need for such resources to effectively achieve a capability that will have a meaningful impact in the reduction of risk.

for organizational activities.[6] At the request of a recipient of a grant, the Administrator may grant a waiver of the limitation noted above (50 percent).

- **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

    All intelligence analyst training should be in accordance with the Global Justice Information Sharing Initiative's (Global) *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, 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.

- **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.

[6] Note: Both organizational costs (e.g., intelligence analysts, operational overtime), planning, equipment, training, and exercise personnel costs are applied towards the 50 percent personnel cap.

- **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 2010 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 Guidance) for staffing State or Major Urban Area fusion centers
    - Hiring of contracted security for critical infrastructure sites
    - Public safety overtime (as defined in this Guidance)
    - 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)
    - Increased border security activities in coordination with CBP, as outlined in Information Bulletin #135

  FY 2010 SHSP or UASI 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 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 UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

Equipment Activities (SHSP, UASI, MMRS, CCP)

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2010 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.

States that are using FY 2010 HSGP funds to purchase Interoperable Communications Equipment (Category 6) must consult SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communications. This guidance can be found at *http://www.safecomprogram.gov*. Additionally, grantees are required to coordinate with other State and local partners in

integrating their interoperable communications plans and projects as outlined in each State's Statewide Communication Interoperability Plan.

Training Activities (SHSP, UASI, MMRS, CCP)

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, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301* [CPG-301]: *Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

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 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, where applicable.

Exercise Activities (SHSP, UASI, MMRS, CCP)

Exercises conducted with FEMA support must 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*. The HSEEP Library provides sample exercise materials and templates.

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

All Urban Areas are required to develop a Multi-Year Training and Exercise Plan (TEP) and submit to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN). Further, Urban Areas are encouraged to develop a Multi-Year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further

guidance concerning the Training and Exercise Plan and the Training and Exercise Plan Workshop can be found at *https://hseep.dhs.gov*.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

Urban Areas are eligible for Regional Exercise Support Program (RESP) funds but must do so in conjunction with the SAA.

States and Urban Areas are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

Personnel Activities (SHSP, UASI, MMRS, CCP)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2010 HSGP planning, training, exercise, and equipment activities.

- A personnel cost cap of up to 50 percent 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 is unacceptable; 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. ***Neither MMRS nor CCP have a personnel cost cap.*** Activities that are considered "personnel" and "personnel-related," and therefore count against the personnel cost cap of 50 percent, include, but are not limited to:

    - Operational overtime
    - Overtime/backfill to participate in approved training or exercise deliveries
    - Salaries and personnel costs of intelligence analysts
    - Overtime to participate in intelligence sharing activities
    - Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
    - Salaries and personnel costs under the M&A category
    - Contractor costs associated with performing the above activities

These activities are also subject to the funding and eligibility requirements detailed under the allowable cost categories. For further details SAAs should contact their FEMA Headquarters Program Analyst.

FY 2010 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.

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

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting** – Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Construction and Renovation (SHSP, UASI)

Use of HSGP funds for construction is generally prohibited except as outlined below. Such construction shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities. OPSG, CCP, and MMRS funds may not be used for any type of construction. Project construction not exceeding $1,000,000 is allowable as deemed necessary.

The following types of projects are considered to constitute construction or renovation and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities which are intended to provide enhanced security at grantee-designated critical infrastructure sites
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older

- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security
- Physical security enhancements including, but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates, and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Department of Homeland Security Appropriations Act, 2010* (Public Law 111-83), *communications towers are not subject to the $1,000,000 construction cap.

In order to draw down funds for construction and renovation costs under HSGP, grantees must provide to FEMA:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal EHP requirements

For more information on FEMA's EHP requirements, SAAs should refer to FEMA's Information Bulletin #329, *Environmental Planning and Historic Preservation Requirements for Grants*, available at *http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf*. Additional information and resources can also be found at *http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm*.

Law Enforcement Terrorism Prevention-Oriented Allowable Costs (SHSP, UASI)

Sections 2006 and 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes, but is not limited to, the following allowable activities:

- Overtime expenses consistent with a State Homeland Security Plan, including enhanced operations in support of Federal agencies, border security, and border crossing enforcement
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers

- Paying salaries and benefits for personnel to serve as qualified intelligence analysts
- Information sharing and analysis
- Target hardening
- Threat recognition
- Terrorist interdiction
- Subject to the limitations on organization and personnel costs outlined above, overtime expenses consistent with a State Homeland Security Plan, including for the provision of enhanced law enforcement operations in support of Federal agencies, for increased border security, and border crossing enforcement
- Subject to the limitations on organization and personnel costs outlined above, establishing, enhancing, and staffing State and Major Urban Area fusion centers with appropriately qualified personnel
- Subject to the limitations on organization and personnel costs outlined above, paying salaries and benefits for personnel, including individuals employed by the grant recipient on the date of the relevant grant application, to serve as qualified intelligence analysts
- Any other terrorism prevention activity authorized by the Administrator, pursuant to authority(ies) provided by Congress directly or delegated to the Administrator by the Secretary

OPSG Allowable Costs

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 U.S. Borders. While equipment is an allowable expense, the FY 2010 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 of their FY 2010 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 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 2010 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 forwarded electronically by the SAA to FEMA GPD Program Analyst

- **Part Time Personnel.** FY 2010 OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to full time status.
- **Travel, Per Diem, and Lodging.** Travel and per diem 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.** The reimbursement cap for operational activities is removed under FY 2010 OPSG.
- **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 2010 OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

OPSG Unallowable Costs. 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 2010 OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is also unallowable. FY 2010 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. In addition, no HSGP M&A funds may be used to support FY 2010 OPSG. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Other Allowable Costs – Maintenance and Sustainment

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. Grantees are reminded to be sensitive to supplanting issues. Maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees previously purchased with State and or local funds cannot be

replaced with Federal grant funding. Routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, grounds, and facility maintenance, etc.) is the responsibility of the grantee and may not be funded with preparedness grant funding.

- **Maintenance Contracts and Warranties.** To increase the useful life of the equipment, maintenance contracts and warranties may be purchased using grant funding from one fiscal year to cover equipment purchased with funding from a different fiscal year. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:
  - Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment
  - The term of the maintenance contract or warranty shall not exceed the period of performance of the grant to which the contract is being charged
  - Equipment provided to States and local jurisdictions by the Commercial Equipment Direct Assistance Program (CEDAP) is also eligible for support through maintenance contracts and warranties since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Equipment and support provided directly to States and local jurisdictions by any DHS component is also eligible for support through maintenance contracts or warranties once funding for those programs has ended. This includes the Domestic Nuclear Detection Office's (DNDO) limited duration programs such as the Southeast Transportation Pilot (SETCP), West Coast Maritime Pilot (WCMP), and Securing the Cities (STC) (SHSP and UASI programs only)

- **Repair and Replacement Costs.** The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense.
  - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment
  - Repair and replacement parts for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Repair and replacement parts for equipment provided directly to States and local jurisdictions by any DHS component are also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)

- **Upgrades.** FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with HSGP funds in FY 2005 and would like to use FY 2009 grant funding to upgrade the software, this is allowable.
  - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment
  - Upgrades for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Upgrades for equipment provided directly to States and local jurisdictions by any DHS component are also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)

- **User fees.** User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers.
  - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment. The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged
  - User fees for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - User fees for equipment provided directly to States and local jurisdictions by any DHS component also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)
  - Requests for maintenance, repair or replacement costs, upgrades or user fees for equipment purchased with funds from FEMA preparedness grants that no longer exist (e.g., Law Enforcement Terrorism Prevention Program [LETPP]) are allowable. Sufficient documentation should be maintained to identify the original grant used to purchase the equipment (SHSP and UASI programs only)

- **Implementation.** Planned or actual expenditures for maintenance contracts and warranties, repair and replacement costs, upgrades, and user fees must be reflected in the Initial Strategy Implementation Plan (ISIP) or Biannual Strategy Implementation Report (BSIR).

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

Other Allowable Costs - Secure Identification (SHSP)

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associates 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* or *http://www.getyouhome.gov/html/eng_map.html*.

Other Secure Identification Initiatives

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 high profile screening programs in which secure identification credentials figure prominently. These include the Driver's License Security Grant Program (DLSGP) which aims to enhance the security, integrity, and protection of licensing and identification systems across the country; 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.

DLSGP specific allowable activities include: planning activities related to DLSGP compliance, related personal identification verification systems enhancements, personnel and management costs related to DLSGP compliance activities, and acquisitions for hardware and software related to ensuring compatibility with DLSGP technologies.

With respect to TWIC, specific allowable activities include: projects that involve new installations or upgrades to access control and identity management systems that exhibit compliance with TWIC standards and program specifications.

As to credentialing of first responders, specific allowable activities include: development of standards-based technologies, policies, protocols, and practices for portable and functional solutions to first responder identification and verification issues.

Note: Secure identification projects requested and funded under SHSP must directly support SHSP mission goals and cannot supplant projects/activities funded under other grant programs (e.g., DLSGP).

F. Other Submission Requirements

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.

Exhibit G

Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

PART VIII.
OTHER INFORMATION
Section A - HSGP Allowable Costs

FY 2010 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2010 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
Allowable Planning Costs						
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	Y	Y		Y	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives	Y	Y		Y	Y	Y
Developing related terrorism prevention activities	Y	Y		Y	Y	Y
Developing and enhancing plans and protocols	Y	Y		Y	Y	Y
Developing or conducting assessments	Y	Y		Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y		Y	Y	Y
Conferences to facilitate planning activities	Y	Y		Y	Y	Y
Materials required to conduct planning activities	Y	Y		Y	Y	Y
Travel/per diem related to planning activities	Y	Y	Y	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y	Y	Y
Issuance of WHTI-compliant tribal identification cards	Y					
Allowable Organizational Activities						
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y				Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y			Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	Y	Y				Y
Allowable Equipment Categories						
Personal Protective Equipment	Y	Y	Y	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	Y			Y
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y	Y	Y

Allowable Program Activities Current as of FY 2010 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
Cyber Security Enhancement Equipment	Y	Y	Y	Y	Y	Y
Interoperable Communications Equipment	Y	Y	Y	Y	Y	Y
Detection	Y	Y	Y	Y		Y
Decontamination	Y	Y	Y	Y		
Medical	Y	Y	Y	Y	Y	Y
Power	Y	Y	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y	Y		Y
CBRNE Incident Response Vehicles	Y	Y	Y	Y		Y
Terrorism Incident Prevention Equipment	Y	Y	Y			Y
Physical Security Enhancement Equipment	Y	Y	Y			Y
Inspection and Screening Systems	Y	Y	Y	Y		Y
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y		Y		
CBRNE Prevention and Response Watercraft	Y	Y				Y
CBRNE Aviation Equipment	Y	Y		Y		Y
CBRNE Logistical Support Equipment	Y	Y		Y	Y	Y
Intervention Equipment	Y	Y				Y
Other Authorized Equipment	Y	Y		Y	Y	Y
Allowable Training Costs						
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y		Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y	Y
Allowable Exercise Related Costs						
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y		Y	Y	Y
Exercise planning workshop	Y	Y		Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y		Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	Y	Y		Y	Y	Y
Implementation of HSEEP	Y	Y		Y	Y	Y
Travel	Y	Y		Y	Y	Y
Supplies	Y	Y		Y	Y	Y

Allowable Program Activities Current as of FY 2010 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
Other items	Y	Y		Y	Y	Y
Allowable Management & Administrative Costs						
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y	Y	Y

Section B - HSGP Allowable Expenses

Overview

The following provides guidance on allowable costs within planning, equipment, training, and exercise activities.

Planning Activities Information

The *FY 2010 HSGP Guidance and Application Kit* defines five broad categories of allowable planning costs. Following are examples for each of the categories. As noted on page seven, an emphasis of this year's grant is to enhance and expand capabilities through partnerships. A specific emphasis should be placed on the preparedness of child congregate care systems, providers and facilities, and especially school districts and child/day care. Additional examples are group residential facilities operated by State and local child welfare authorities, and juvenile detention facilities.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, 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 *National Preparedness Guidelines*
    - Pre-event recovery planning
    - Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
    - Enhancing and implementing Statewide Communication Interoperability Plans (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 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 NIMS Integration Center (NIC)
    - Designing State and local geospatial data systems

- Conducting public education and outreach campaigns, including promoting individual, family, and business emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
- 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 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
  - Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
  - Integrating and coordinating 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 and mitigation of health events
  - Integrating and coordinating private sector participation with fusion center 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
  - Citizen Corps volunteer programs and other activities to strengthen citizen participation
  - Conducting public education campaigns including promoting individual, family, and business 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)[8]
- Underwater Terrorist Protection Plans

- Developing and enhancing plans and protocols, including but not limited to:

  - Developing or enhancing EOPs and operating procedures
  - 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
  - Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (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 border security plans
  - Developing or enhancing cyber security plans
  - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
  - Developing or enhancing cyber risk mitigation plans
  - 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 victims
  - 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

[8] The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive devise recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

- 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 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, 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
- 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 special needs populations
- 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)

- 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 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
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- Soft target security planning (e.g., public gatherings)
- Participating in the FEMA Gap Analysis Program

MMRS Planning. The MMRS Leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Critical factors in planning are to ensure that MMRS jurisdictions have:

- Applicable and up to date plans for responding to mass casualty incidents caused by any hazards
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children and keeping families intact where possible
- Identified 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

CCP Planning. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, HSGP funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training,

exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings

- All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to *http://www.citizencorps.gov*. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication

- Allowable expenditures include:
  - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
  - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
  - Promotional materials: Pens/pencils, pins, patches, magnets, souvenir clothing/headwear, etc. Expenditures for promotional items must not exceed 15 percent of the total Citizen Corps Program allocation (see CCP Equipment for information on equipment caps)

- 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. Citizen Corps funding may be used to establish, expand, or maintain volunteer programs that support disaster preparedness and/or response including but not limited to: Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Citizen Corps Affiliate Programs and Organizations, and jurisdiction specific volunteer efforts

  - Allowable expenditures include:
    - Recruiting, screening, and training volunteers (e.g., background checks)
    - Retaining, recognizing, and motivating volunteers (e.g., volunteer recognition items such as certificates or plaques)
    - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws
    - Necessary non-structural accommodations to include persons with special needs (e.g., sign language interpreters)
    - Evaluating volunteers

- Organizational activities supported with CCP funding are limited to 25 percent of the grantee's CCP funding. Organizational activities include hiring of full- or part-time staff or contractors for emergency management activities.

Additional Equipment Information

MMRS Equipment. MMRS funds may be used for equipment acquisition from the MMRS equipment categories listed in the AEL. MMRS grant funds are intended to ensure an appropriate supply of pharmaceuticals and equipment, personal protective equipment, as well as detection equipment for chemical, biological, radiological, nuclear, and explosive incidents for the first crucial hours of a response to a mass casualty incident.

MMRS grant funds cannot be used to duplicate supplies already available through local and State sources, including local/regional public health offices and hospital associations, or other Federal programs.

Procurements should 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 and equipment with MMRS grant funds, grantees must have in place an inventory management plan. The inventory management plan should avoid large periodic variations in supplies due to coinciding purchase and expiration dates. MMRS grantees are strongly encouraged to enter into rotational procurement agreements with vendors and distributors.

Purchases of pharmaceuticals have to include a budget for the disposal of expired drugs within the period of performance of the FY 2010 HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

CCP Equipment. States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at *https://www.rkb.us*.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. CCP funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the

total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members).

Training Information and Requirements

1. **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*.

2. **Types of Training.** FEMA facilitates a number of different training sources:

   - **FEMA Provided Training.** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by FEMA. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), National Emergency Training Center (National Fire Academy and the Emergency Management Institute), and FEMA Training Partners funded through the Continuing and Competitive Training grant programs.
   - **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, 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.
   - **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*.

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 FEMA approved course catalog listed at *http://www.firstrespondertraining.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 FEMA'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 Training and Exercise Integration / Training Operations (TEI/TO) 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 a FEMA 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. This 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, 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, 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 the September 2007 version of the TCL
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, OPSG, MMRS, CCP) for which the funding will be used
- Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

In support of the continuing efforts to build common catalogs of approved training not provided by FEMA, the SAA/TPOC will be allowed three deliveries of the same course within a State/territory before the course is required to go through the FEMA State course review and approval process. Additional course deliveries will be authorized during the review period. However, if the course is disapproved as part of the process, no additional FEMA funds can be dedicated to attending the course.

State and Federal-Sponsored Course Catalogs. Courses approved by FEMA 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 FEMA Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at *http://www.firstrespondertraining.gov/odp_webforms*.
FEMA 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.
- 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 FEMA 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. 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.

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 discussion immediately following.

CCP Training. Training funded through the CCP includes but is not limited to: all-hazards safety 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, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.
There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community-based training workshops, seminars, demonstrations, or conferences. Examples include: CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer training. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT Basic Training. There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, or Teen CERT Train-the-Trainer courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and special needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with special needs is allowable (e.g., sign language interpreters). Jurisdictions 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.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2010 CCP funding.

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, and equipment.
- **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, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – States are encouraged to follow the FEMA 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.

Exercise Requirements

1. **Training and Exercise Plan Workshop.** States and Urban Areas are required to conduct an annual Improvement Plan Workshop (IPW) and a Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops and submitted to the State's respective Exercise Manager and Program Analyst. This plan must be updated annually.

   The Training and Exercise Plan will include the State's prioritized capabilities and a multi-year training and exercise schedule that supports the identified capabilities. The Plan, inclusive of the training and exercise schedule, must be submitted within 90 days of the workshop. All scheduled training and exercises must be entered in the National Exercise Schedule (NEXS), located in the HSEEP Toolkit on the HSEEP website *https://hseep.dhs.gov*. An IPW and TEPW user guide 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 activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise 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.

2. **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, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural

or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

3. **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They 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.

4. **Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at *https://hseep.dhs.gov*. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.

5. **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.

6. **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, volunteer, and other non-governmental

organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

MMRS Exercises. The scenarios used in MMRS exercises should focus on incidents that would be catastrophic to the grant implementer's community and/or have national impact caused by any hazard. Grantees are encouraged to use scenarios with a focus on medical issues related to preparedness and response. Scenarios should test appropriate Target Capabilities that support the MMRS mission.

Citizen participation in exercises is strongly encouraged and should be coordinated with the local Medical Reserve Corps and Citizen Corps Council. Volunteer roles and responsibilities include, but are not limited to, backfilling non-professional tasks for first responders deployed on exercise planning and implementation, providing simulated victims, media, and members of the public, supporting surge capacity functions, and participating in the after-action review.

MMRS jurisdictions, in coordination with regional, Urban Area, and State exercises, and public health officials (e.g., EMS), are expected to schedule, design, conduct, and evaluate mass casualty exercises that are in compliance with both FEMA and CDC Public Health Emergency Preparedness Cooperative Agreement Exercise requirements and guidance.

CCP Exercises. Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises (formally known as Top Officials Exercise [TOPOFF]).

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 facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – 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, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. <u>In no case is dual compensation allowable.</u>

- **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., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

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) 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).

Section C – Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

Planning Activity Examples

Establishment / Enhancement of Fusion Centers

- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*

Other Allowable Planning Activity Examples

- Developing mass evacuation plans
- Conducting point vulnerability analyses and assessments
- Soft target security planning (e.g., public gatherings)
- 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
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- 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
- Designing and developing State and local geospatial data systems
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework
- Integrating and coordinating private sector participation with fusion center activities

Training Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

Establishment / Enhancement of Fusion Centers. Grant funds may be used to support intelligence analyst training in the following manners:

- **Participation in DHS approved intelligence analyst training**: States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of this guidance document. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at *http://www.firstrespondertraining.gov/odp_webforms*.

- **Limited participation in non-FEMA approved intelligence analyst training**: States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of this guidance document.

A certificate of completion of all intelligence analyst training must be on file with the SAA and must be made available to Program Analysts upon request upon the hiring of personnel.

Funds utilized to establish or enhance designated State and Major Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at *http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf*.

Additional Allowable Training Activities

Allowable costs include training courses that focus on:

- Building information sharing capacities (especially among law enforcement, non-law enforcement, other government agencies, and the private sector)
- Methods of target hardening
- Facility law enforcement security personnel, to include facilities, vessels, and ports
- CBRNE, agriculture, and cyber threats
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols

- Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Cyber/agriculture/food security threats recognition and protective measures training
- Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- Languages such as Arabic, Urdu, or Farsi which are spoken by known terrorists and terrorist organizations
- Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- Using interoperable communications equipment
- Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

Exercise Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- "Red Team" (force on force) exercises
- Interoperable communications exercises
- Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

Exhibit H

Intentionally Omitted

Exhibit I

Equipment Ledger

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EQUIPMENT INVENTORY

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

CFDA #

LEDGER TYPE:

Project	Equipment Description	AEL #	AEL Title	EHP Trigger	EHP Approval Date	Funding Source	Discipline	Invoice Number	Vendor	Total Cost	Total Claimed	Cash Request Number	Acquired Date	ID Tag Number	Condition & Disposition	Deployed Location

Exhibit J

Training Roster

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

TRAINING ROSTER

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

CFDA #

LEDGER TYPE:

Project	Course Name	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Feedback Number	Cash Request Number	Description of Training Activity (Optional)	Host / Attendee	Indentifed Host	EHP Trigger	EHP Approval Date
					-	-							

FMFW v1.09M- 06/09

Attachment A

Exhibit K

Exercise Roster

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EXERCISE ROSTER

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

CFDA #

LEDGER TYPE:

Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Date of Exercise	Date AAR entered into HSEEP	Exercise Type	Exercise Role	Host/Attendee	Indentifed Host	EHP Trigger	EHP Approval Date
						-	-								

FMFW v1.09M- 06/09

Attachment A

Exhibit L

Planning Roster

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PLANNING ROSTER

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

CFDA #

LEDGER TYPE:

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product

FMFW v1.09M- 06/09

Attachment A

Exhibit M

Modification Request Form

Attachment A

Los Angeles/Long Beach UASI Grant
Modification Request Form

Please complete this modification form with detail and accuracy. Forms will not be processed without correct the line number(s) identified. Modification request is not guaranteed and is at the discretion of the Grant Administrator, the State, and Federal Government. **For Equipment, Training, and Exercise modifications, please include the modified ledgers; for Planning modifications, please attach a description of the final deliverable.** Once complete, send to your Grant Specialist at:
LA Mayor's Office of Homeland Security & Public Safety | 200 N. Spring St., Rm. M175 | Los Angeles, CA 90012

Basic Information:

Jurisdiction	Agency/Department	Name of Representative	Today's Date

Email Address	Phone Number	Representative Signature or Email Confirmation
		x

UASI Year	Reason for Modification:

Modified From:

Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
				Amount Modified SUM:	$ -

Modified To:

Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
Line #	Project Name	Solution	Solution Area Sub-Category		
		Discipline	Total Obligated *Before* Modification	Total Obligated *After* Modification	Amount Modified
					$ -
				Amount Modified SUM:	$ -

HSPS Use Only:

Date Received by HSPS	*Date Approved*	*Notes*

Exhibit N

Sole Source Request Form

Attachment A

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program (please check):
☐ **UASI FY 07, Grant #:** 2007-0008, **CalEMA ID #:** 037-95050
☐ **UASI FY 08, Grant #:** 2008-0006, **CalEMA ID #:** 037-95050
☐ **UASI FY 09, Grant #:** 2009-0019, **CalEMA ID #:** 037-95050
Subgrantee name: Los Angeles/Long Beach Urban Area
Jurisdiction: **Agency/Department:**
Project Master Line#/Sub-line#:

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: _____ Project Budget: $_____

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

3. 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.).

4. 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)

   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.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

7. Has your organization determined the costs are reasonable?

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by_____ _____ Date:_____
(Name) (Signature)

Exhibit O

Intentionally Omitted

Exhibit P

Reimbursement Request Form

Attachment A

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: _____ to _____

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

Prepared By: _____
Phone No.: _____

UASI FY07 ☐
UASI FY08 ☐

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				-	-
Operational Activities				-	-
Management & Admin				-	-
Total	-	-	-	-	-

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

Authorized Department Approval:

_____
Print Name

_____
Title

_____
Signature Date

_____
Phone No. (extension) Fax No.

_____
E-mail Address

Please Remit Payment to:

_____
Agency

_____
Address

_____
City State Zip

Reference No. _____

To be completed by HSPS Accounting Department

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

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

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

HSPS #:

Exhibit Q

Aviation Equipment Request Form

Attachment A

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Aviation Equipment Request Form

Homeland Security Grant Program (please check):

- ☐ **UASI FY 08**, Grant #: 2008-0006, OES ID: 037-95050
- ☐ **UASI FY 09**, Grant #: 2009-0019, OES ID: 037-95050
- ☐ **UASI FY 10**, Grant #: 2010-0085, OES ID: 037-95050

UASI/County Name: LA/LB_____
Jurisdiction/Agency:_____
Line #:_____
Date:_____

1. Indicate the type of equipment for this request

Aviation Equipment _____	Aviation Related Equipment _____

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

3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. 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 general operational costs of such aviation unit.

5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.

6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.

7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

OHS Aviation Request Form
Page Two

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.

9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.

10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

Exhibit R

Establish/Enhance EOC Request Form

Attachment A

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request to Establish/Enhance Emergency Operations Center (EOC)

Homeland Security Grant Program (please check):

- ☐ **UASI FY 06**, Grant #: 2006-0071, OES ID: 037-95050
- ☐ **UASI FY 07**, Grant #: 2007-0008, OES ID: 037-95050
- ☐ **UASI FY 08**, Grant #: 2008-0006, OES ID: 037-95050

UASI/County Name: LA/LB _____
Jurisdiction/Agency: _____
Line #: _____
Date: _____
EOC Address/Location: _____
Street Address, City, Zip Code

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. 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).

3. Identify anticipated costs to establish/enhance your organization's EOC.

Supplies/Equipment	Cost	AEL number
Computers		
Network Servers		
Printers		
Computer accessory devices (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Office Furniture (i.e. chairs, desks, tables, modular furniture, partitions, etc.)		
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.)		
Televisions		

Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Moving Costs (Explain the circumstances under which the moving or leasing costs will be incurred.)		
GIS plotter and software		
Standardized mapping software		
Standardized emergency management software		
Fax machines		
Copy machines		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs[2] (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)		
TOTAL - EOC Supplies and Equipment		

Other:

Prepared By: _____

Exhibit S

Establish/Enhance JRIC Request Form

Attachment A

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY _____ Grant Number _____ OES ID# _____
Urban Area Security Initiative (UASI) FY _____ Grant Number _____ OES ID# _____
Other _____ Grant Number _____ OES ID# _____

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.

Supplies/Equipment	AEL #	Cost
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[2] (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)		
TOTAL - JRIC Supplies and Equipment		

6. Explanation of "other" items:

_____
_____
_____
_____
_____
_____

7. Has your organization determined the costs are reasonable?

Submitted by_____ _____ Date:_____
(Name) (Signature)

Exhibit T

Forma Project Timeline

Forma Project Timeline (Example)

Line #		Project Information							Reimbursement Status			Grant/or Project Schedule Projections							
Project Letter	Master Item #	Jurisdiction	Department	UASI Project Name	Sol. Area	Solution Area Sub-Category	Disc	Sub-Line #'s Total Allocated	Total Amount Approved (Expended)	Remaining Balance (Obligated)	Percent Complete %	2010 1Q (01/01/10 - 03/30/10) Project Notes	Reimb. Req ($)	2010 2Q (04/01/10 - 06/30/10) Project Notes	Reimb. Req ($)	2010 3Q (07/01/10 - 09/30/10) Project Notes	Reimb. Req ($)	2010 4Q (10/01/10 - 12/31/10) Project Notes	Reimb. Req ($)
	Sub-Line #							$60,422,000.00	$18,844.45	$60,402,155.55	0%		$0.00		$0.00		$0.00		$400,000.00
P	4	Mayberry	Sheriff's Department	Automated License Plate Readers	Equip	Intervention Equipment	LE	$400,000.00	$0.00	$400,000.00	0%	3) February: EHP forms submitted March: Complete specs development	$0.00	1) April: Obtain Board approval for Contract May: Execute Contract 2) June: Prepare bid release	$0.00	July: Bid release 4) August: Issue purchase orders Sept: Delivery pending	$0.00	October: Equipment delivery 5) November: Pay vendor 6) December: Submit Reimbursement Packet for full amount	$400,000.00