Council Meeting of
July 17, 2012

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

Members of the Council:

SUBJECT: Police and Fire – Accept the 2011 Urban Area Security Initiative grant contract and appropriate and allocate the award for public safety equipment and training. Expenditure: $149,185.

RECOMMENDATION

Recommendation of the Police Chief and Fire Chief that City Council

1) Accept the 2011 Urban Area Security Initiative (UASI) grant contract;
2) Appropriate and allocate the award in the amount of $149,185 for counter-terrorism training and a transportation video security system; and
3) Authorize the City Manager as the city's signatory for the contract.

FUNDING

2011 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 2011 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 November 18, 2011 through April 30, 2014.

In November 2011, as a subrecipient of the City of Los Angeles, the City of Torrance was awarded $149,185 in funding from the 2011 UASI grant. The grant funds will be allocated for public safety purposes as follows:

1. $35,763 will be used to pay the cost of employee overtime arising from Multi-Assault Counter Terrorism Action Capabilities (MACTAC) training for the Police Department;

2. $104,261 will be used to purchase video security equipment for the Torrance Airport;

3. $3,096 will be used to pay the cost of employee overtime arising from Terrorism Liaison Officer training for the Fire Department; and

4. $6,065 will be used to pay the cost of employee backfill arising from Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) threat training for the Fire Department.

The Police Department will have primary responsibility for administering the 2011 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 _____
Kent Sentinella
Administrative Analyst

CONCUR:

_____
John J. Neu
Chief of Police

_____
William Racowschi
Fire Chief

_____
LeRoy J. Jackson
City Manager

Attachment A: 2011 UASI Subrecipient Agreement (Limited Distribution)

ATTACHMENT A

SUBRECIPIENT AGREEMENT

Jurisdiction: City of Torrance

Title: FY 11 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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AGREEMENT NUMBER _____ 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 the 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"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA" and along with DHS, collectively "Grantor"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2011 Urban Areas Security Initiative Grant Program ("UASI 11" or the "Grant") in the amount of $58,035,381.00 ("Grant Funds"), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on June 6, 2012 (C.F. #11-1256); and

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

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

WHEREAS, the Grant is being provided to address the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and to assist it 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 wishes to disburse UASI 11 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. #11-1256, dated June 6, 2012).

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

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

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

B. The City of Torrance, a municipal corporation, having its principal office at 3031 Torrance Boulevard, Torrance, California 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, California 90012
   Phone: (213) 978-0687
   Fax: (213) 978-0718
   eileen.decker@lacity.org

2. The representative of the City of Torrance shall be:

   LeRoy J. Jackson, City Manager
   3031 Torrance Boulevard
   Torrance, California 90503
   Phone: (310) 618-5880
   Fax: (310) 618-5891
   ljackson@TorranceCA.gov

   With a copy to:

   Laurie Anderson, Business Manager
   Torrance Police Department
   3300 Civic Center Drive
   Torrance, California 90503
   Phone: (310) 618-5676

Fax: (310) 618-5635
landerson@TorranceCA.gov

Sue Herbers, City Clerk
3031 Torrance Boulevard
Torrance, California 90503
Phone: (310) 618-2391
Fax: (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 accordance 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. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

B. 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.

C. 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 November 18, 2011 and end April 30, 2014 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

§202. Use of Grant Funds

A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2011 Homeland Security Grant Program Guidance and Application Kit Sections I and II ("DHS 11 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2011 Recipient Handbook ("CalEMA 11 Handbook"), (4) CalEMA FY 11 Homeland Security Grant Program California Supplement to Federal Guidance and Application Kit ("CalEMA 11 Supplement"), (5) CalEMA Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 11 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 2011 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY11 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 FY11 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalEMA and

Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

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

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

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

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan, dated March 3, 2011 (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.

1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.

2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalEMA/Grantor.

3. Final modification requests must be submitted to the City no later than 60 days prior to the end of the Term to provide the City time to meet CalEMA/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.

C. Subrecipient shall complete a UASI 11 Project Timeline ("Project Timeline") provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.

D. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalEMA, in its sole discretion, in writing during the term of this Agreement to be effective.

E. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, UASI Authorized Equipment List (https://www.rkb.us), Grantor Information Bulletins, and DHS 11 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32.

Any equipment acquired or obtained with Grant Funds:

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

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

F. For the purposes of this subsection, “Equipment” is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than $5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU’s), terminals and printers.

1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:

   (a) The line item number and project number as stated in the Budget

   (b) The equipment description as stated in the Budget

   (c) The Authorized Equipment Listing number (AEL) found at http://www.rkb.mipt.org

   (d) The AEL title

   (e) The invoice number

   (f) The vendor

   (g) Total cost (prime vendor)

   (h) Total cost (general)

   (i) Cash request #

   (j) Acquired date

   (k) ID Tag #

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

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

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

(o) Environmental and Historical Preservation (EHP) Notes

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*."

5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.

6. Subrecipient must obtain a performance bond for any equipment item over $250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.

7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.

8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit L.

9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit M.

10. Aviation, EOC and JRIC Request forms must be approved by CalEMA in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the Subrecipient in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.

12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.

G. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, Grantor Information Bulletins, and DHS 11 Guidance. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms. Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at http://hseep.dhs.gov. Reference materials and additional details are available at http://www.calema.ca.gov.

H. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.

I. As required by CalEMA, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:

(1) Reimbursement Checklist
(2) Reimbursement Request Form
(3) Equipment Ledger
(4) Training Roster
(5) Exercise Roster
(6) Planning Roster

J. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalEMA prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalEMA in their sole discretion.

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-Nine Thousand, One Hundred Eighty-Five Dollars ($149,185.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 11 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only.

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

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

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.

2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.

C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.

D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalEMA and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.

E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.

F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or

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

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

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

§409. Bonds

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

§410. Indemnification

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

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

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or 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 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

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

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

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

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

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

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

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

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

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

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

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

§412. Restriction on Disclosures

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

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

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

§414. Publications and Use of Grantor Markings

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

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. 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. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Subrecipient, it shall be construed to mean "as applicable" to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. 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 Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds

and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data.

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

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

8. Labor

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

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

c. Subrecipient shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental 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 (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City, the Grantor/CalEMA and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalEMA, and the United States Department of Justice Office of Civil Rights.

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

10. Environmental

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

b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) 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 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §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; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP)

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

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

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

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

g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and

DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.

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

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

11. Preservation

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

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (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, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 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, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities 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 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 11 Guidance; CalEMA 11 Supplement; CalEMA 11 Handbook; CalEMA FY11 Grant

Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.

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

3. Technology Requirement:

   (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.

   (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.

4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

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

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

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

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

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

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

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

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

Subrecipient further understands and agrees that:

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

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

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

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

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

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

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

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

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

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.

8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spii_handbook.pdf.

9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.

10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.

11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.

12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

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

and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

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

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA's discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-

free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "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.

V.
DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

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

§502. Amendments

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

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-eight (38) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

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

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 LAGMAY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: The 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

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.

ATTACHMENT A

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
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 WORKPLACE ACT REQUIREMENTS

The Contractor/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 Contractor'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 Contractor'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 Contractor 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 NUMBER

_____
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

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

EXHIBIT E

ATTACHMENT A

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 Grant Assurances
(All HSGP Applicants)

Name of Applicant: City of Los Angeles

Address: 200 N. Spring St., RM 303

City: Los Angeles State: CA Zip Code: 90012

Telephone Number: 213 978 0105 Fax Number: 213 978 0118

E-Mail Address: freya.nkayo@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, 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 FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.

5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

6. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 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.

Initials

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.

11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal EMA.

14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

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

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

17. Will comply, and will assure the compliance of all agents and contractors, 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 against individuals with disabilities.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
    g. Sections 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 of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
    k. 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.

Initials

18. 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 Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.

19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

20. 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.

21. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

22. 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. Applicant 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.

23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.

24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.

25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

26. 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

Initials

Violating Facilities, and will notify Cal EMA and FEMA 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.

27. Will provide any information requested by DHS/FEMA and/or 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), Environmental Justice (12898), and Environmental Quality (11514).
    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 (CCR), Title 14, Chapter 3 Sections 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.

28. 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.

29. 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."*

30. 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.

31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

32. 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.

33. 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 19 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).

34. 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.

35. 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.

36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:

    a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b. Procure a commercial sex act during the period of time that the award is in effect; or
    c. Use forced labor in the performance of the award or subawards under the award.

    Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

    d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
    e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
        i. associated with performance under this award; or
        ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

    And further understands that subgrantees and subrecipients must:

    f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
    g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

h. For purposes of this term:

i. "Employee" means either:

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

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

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

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

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

37. 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.

38. 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.

39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

    DHS Office of Security ISPB contact information:
    Telephone: 202-447-5346
    E-mail: DD254AdministrativeSecurity@dhs.gov

    Mail: Department of Homeland Security
    Office of the Chief Security Officer
    ATTN: ASD/Industrial Security Program Branch
    Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

    a. For purposes of this award term, the following definitions will apply:

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

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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).

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

51. 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.

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

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

54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the

FY 2011 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 FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".

56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and 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.

57. 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 ongoing 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 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 Cal EMA, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) 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, DC 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)(ii), 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 paragraph 57 subsections (a), (b), (c), (d), (e), and (f).

58. Will comply with all applicable requirements of all other federal and state laws, EOs, regulations, program and administrative requirements, policies and any other requirements governing this program.

59. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.

a. Applicability: unless you are exempt as provided in subsection (d) of this paragraph, subrecipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009.
b. Where and when to report: you must report each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA.
d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

i. The total federal funding authorized to date under this award is $25,000 or more;
ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)You must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

60. Exemptions to Paragraph 59 include: If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

a. Definitions associated with paragraph 59 include:

i. "Executive" means officers, managing partners, or any other employees in management positions.

ii. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

ATTACHMENT A

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: Freya Robayo

Printed Name of Authorized Agent: Freya Robayo

Title: Interim Grants Director Date: 11-28-11

EXHIBIT F

PART V.
APPLICATION REVIEW INFORMATION

A. Review Criteria

SHSP and UASI

FY 2011 SHSP funds will be allocated based on three factors: minimum amounts as legislatively mandated, DHS' risk methodology, and effectiveness.

FY 2011 UASI funds will be allocated based on: DHS' risk methodology and effectiveness.

OPSG

The FY 2011 OPSG will use risk-based prioritization using CBP Sector-specific border risk to include, but not limited to: threat, vulnerability, miles of border, and other border-specific "law enforcement intelligence." Each applicant's final funding allocation will be determined by using a combination of the results of the risk analysis and feasibility of the Operations Orders.

- Operations Orders developed at the county level should be inclusive of city, county, Tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, with the emphasis on the **Executive Summary, Mission, and Budget**. This information will be used to evaluate the anticipated feasibility, need, and impact of the Operations Orders (see *Part VI.E*)
- Applications will be reviewed by the SAA and CBP/BP Sector Headquarters for completeness and adherence to programmatic guidelines as well as operational content prior to submission to FEMA
- SAA and CBP/BP OPSG Program leads will ensure a coordinated approach to maintain application and operations order pre-submission accountability

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

MMRS and CCP

MMRS and CCP investments will be reviewed by FEMA Regional Program Analysts, ensuring that the proposed content meets the mission, goals, and objectives identified in the MMRS and CCP sections embedded into the overall FY 2011 HSGP kit.

B. Review and Selection Process

SHSP/UASI

The following process will be used to make awards under the SHSP and UASI programs:

- FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of IJ by the established due dates
- FY 2011 HSGP applications will be evaluated through a review process for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Investments. The results from the review process may require applicants to revise submissions before the release of HSGP funding. State and Urban Area Homeland Security Strategies will be examined by the reviewers for context.

Note: Upon award, recipients may only fund Investments that were included in the FY 2011 IJ *that were submitted to FEMA.*

OPSG

The following process will be used to make awards under the OPSG program:

State and CBP/BP Sector Headquarters Review. Applications, including all required attachments, should be coordinated with CBP/BP and submitted by the local units of government at the county level or equivalent and federally-recognized Tribal governments to the SAA **no later than 11:59 p.m. EST, June 10, 2011,** to ensure adequate time for a State review of the applications. As part of the FY 2011 OPSG application, FEMA will provide the SAA with a template for the Inventory of Operations Orders.

FEMA directs the SAA to adequately consider applications from federally-recognized Tribal governments. The Inventory of Operations Orders **must** be submitted to FEMA with the applicable Operations Orders **no later than 11:59 p.m. EDT, June 20, 2011.**

Federal Review:

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

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

Funds Transfer Restriction. The recipient is prohibited from transferring funds between programs (SHSP, UASI, OPSG, MMRS, and CCP).

C. Anticipated Announcement and Award Dates

FEMA will evaluate, act on applications, and make awards on or before September 30, 2011.

D. Intergovernmental Review

Executive Order 12372 requires applicants from State and local units of government or other organizations providing services within a State to submit a copy of the application to the State Single Point of Contact (SPOC), if one exists, and if this program has been selected for review by the State. Applicants must contact their State SPOC to determine if the program has been selected for State review. Executive Order 12372 can be referenced at *http://www.archives.gov/federal-register/codification/executive-order/12372.html*. The names and addresses of the SPOCs are listed on OMB's home page available at *http://www.whitehouse.gov/omb/grants_spoc*.

Part VI.
OTHER INFORMATION

Section A. HSGP Allowable Costs

FY 2011 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2011 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					
Activities to achieve planning inclusive of people with disabilities	Y	Y		Y	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	
Explosive Device Mitigation and Remediation Equipment	Y	Y	Y			Y

Allowable Program Activities Current as of FY 2011 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y	
Information Technology	Y	Y	Y	Y	Y	Y
Cyber Security Enhancement Equipment	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	Y	
Medical	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
Public Alert and Warning Equipment	Y	Y				
Disability Access and Functional Needs	Y	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
Activities to achieve training inclusive of people with disabilities	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	Y	Y		Y	Y	Y

Allowable Program Activities Current as of FY 2011 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
volunteer emergency response personnel participating in FEMA exercises						
Implementation of HSEEP	Y	Y		Y	Y	Y
Activities to achieve exercises inclusive of people with disabilities	Y	Y		Y	Y	
Travel	Y	Y		Y	Y	Y
Supplies	Y	Y		Y	Y	Y
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
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities	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 Examples of Allowable Expenses

Overview

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

Planning Activities Information

The *FY 2011 HSGP Guidance and Application Kit* defines five broad categories of allowable planning costs. Following are examples for each of the categories. 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 *NIPP* and associated Sector Specific Plans
  - Enhancing and implementing 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 NIC
  - Designing State and local geospatial data systems
  - Conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
  - Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
  - Activities, materials, services, tools and equipment to achieve planning, protection, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)

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

regional, or local emergency preparedness efforts that build upon the *Ready* campaign
  - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
  - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
  - Multi-Jurisdiction Bombing Prevention Plans (MJBPP)[13]
  - Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
  - Community-based planning to advance "whole community" security and emergency management
  - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
  - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
  - Activities associated with a conversion from wideband to narrowband voice channels
  - Implementing SCIP and TICPs that align with the goals, objectives, and initiatives of the NECP
  - Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
  - Developing terrorism prevention/protection plans
  - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
  - Developing plans for mass evacuation and pre-positioning equipment
  - Developing or enhancing 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 survivors
  - Developing or updating local or regional communications plans
  - Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies

[13] The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive device 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 continuity of operations and continuity of government plans
  - Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
  - Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
  - Developing or enhancing evacuation plans
  - Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
  - Developing or enhancing plans to prepare for surge capacity of volunteers
  - Developing or enhancing the State emergency medical services systems
  - Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
  - Developing or enhancing Bombing Prevention Plans
  - Developing school preparedness plans
  - Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
  - Developing plans to educate youth on disaster preparedness
  - Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
  - Designing and developing State, local, Tribal, and territorial geospatial data systems
  - Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- 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
- Activities that support the identification and development of alternate care sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- 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 and sub-State regional 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, access and functional needs population, and the elderly 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
- Subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

CCP Planning. Integrating the whole community, including non-governmental entities, into the planning process is critical to achieve comprehensive community preparedness and resilience. 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 must be accessible to people with disabilities and must be provided in formats that allows access to information that is comparable to access available to others.
- 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
    - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- 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: Citizen Corps Affiliate Programs and Organizations, Community Emergency Response Teams (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Allowable expenditures include:
    - Recruiting, screening, and training volunteers (e.g., background checks)
    - Retaining, recognizing, and motivating volunteers

  - 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 programmatic and communications access needs (e.g., sign language interpreters, Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities)
  - Evaluating volunteers
- Organizational activities supported with CCP funding are limited to 25 percent (25%) of the grantee's CCP funding. Organizational activities include hiring of full- or part-time staff or contractors for emergency management activities

Organization Activities Information

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

- Program management:
  - Salary for a dedicated liaison who acts as the primary point of contact, coordinates the public-private partnership and ensures proper implementation of the strategic plan
  - Facilities, including meeting space and work space for private sector liaisons. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
  - Supplies needed to support regular communications and document partnership efforts
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Outreach and marketing to support recruitment, as well as sustain and increase year around partnership efforts:
  - Support for in-person meetings, events, and conferences that bring the public and private sectors together
  - Web-based and social media tactics (webinars, emails, newsletters, alerts, databases, online collaboration tools, website development and maintenance, etc)
  - Traditional print and radio outreach (advertisements, localization of Ready public service announcements, etc)
  - Collateral (brochures, banners, fact sheets and other informational material)
- Structures and mechanisms for information sharing between the public and private sector:
  - Tools, software, programs, and other mechanisms that support two-way information sharing during normal and emergency operations

  - Means to receive input or feedback from the private sector, and encourage participation from civic leaders from all sectors
  - Regular and timely communications on subjects relating to all phases of emergency management, such as newsletters, emails, and alerts
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors
  - Web-based and new media platforms that allow real-time information exchange
  - Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
  - A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
  - Tools for identifying and tracking available paid and unpaid disaster response resources
  - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
  - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
  - Tools for real time information sharing between the public and private sector
  - Licensing, screening, or other requirements for access to real EOC or virtual EOC

Equipment Information

MMRS Equipment. 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.

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.

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.

Purchases of pharmaceuticals have to include a budget for the disposal of expired drugs within the period of performance of the FY 2011 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.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by 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 (30%) 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). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

Training Information and Requirements

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*.

- *Types of Training.* FEMA resources include a number of different training sources:
  - *FEMA* Provided Training. These programs or courses are developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI) and the National Training and Education Division (NTED) training partner programs funded through congressional Appropriations and the Competitive and Continuing Training Grant programs. Programs funded through appropriation include but are not limited to the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).
  - *Training Not Provided by FEMA.* These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to

prepare State, local, Tribal, and territorial personnel to prevent, protect against, 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*.
- *Additionally the new National Preparedness* Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at http://*training.fema.gov/occ/*.
- *Joint Training and Exercises with the Public and Private Sectors*. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.
- *FEMA Provided Training.* FEMA funds the direct delivery of a variety of courses that States, Tribes, and territories can request to meet training needs. These courses are listed in the NTED approved course catalog listed at *http://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 NTE's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years **may** be used to support a State, territory, or Urban Area's implementation of this program. Through VTEP, the SAA has the authority to adopt various NTED provided programs for delivery by institutions within its State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum.

EDAP allows NTED training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. 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

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

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

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

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

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

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

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 and integrating 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 disability-inclusive 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, the CERT Train-the-Trainer Course, and the CERT Program Manager Course. 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.
Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity which CERT members might be tasked to perform in support of emergency services responders; or,
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or

- Enhances understanding of a particular local hazard CERT members might encounter in their response activities.

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, Teen CERT Train-the-Trainer, or CERT Program Manager 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 access and functional 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 disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). 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 2011 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, disability accommodations, 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 (15%) 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 NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in IB 193, issued October 20, 2005. Additional information can be obtained at *http://www.fema.gov/good_guidance/download/10146*.

Exercise Requirements

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

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

  States must complete a cycle of exercise 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.

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

- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activities for the purpose of the Multi-Year Training and Exercise Plan. . The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- Exercise Evaluation and Improvement. Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at *https://hseep.dhs.gov*.

- *Self-Sustaining Exercise Programs.* States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other

partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

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 (15%) of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) –

whichever is more stringent – must be followed. In no case is dual compensation allowable.

- *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).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc., used specifically for exercises.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

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

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
- Support efforts to fully implement the Statewide fusion process, including coordination between State and Urban Area fusion centers, as well as other intelligence analytic entities located in the area of responsibility, such as intelligence units, real time crime information and analysis centers, HIDTAs, etc
- 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*
- Hiring privacy and security officials to plan, develop, and implement privacy and security policies necessary to support the fusion center

Other Allowable Planning Activity Examples:

- 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

Training Activity Examples

Law enforcement terrorism prevention **and 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 and/or 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 II and VI* 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 II and VI* of this guidance document.

A certificate of completion of all intelligence analysts 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 recognized 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)
- Fusion Liaison Officer (FLO) Programs
- 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)
- Geospatial database use, design, development, and management training

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 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, including people with disabilities.

States and Urban Areas are eligible for technical assistance for the design, development, conduct, and evaluation of terrorism prevention-focused exercises. This assistance, largely administered by the FEMA National Exercise Division/ Terrorism Prevention Exercise Program TPEP), must be applied for and utilized in coordination with the SAA. More information on the TPEP and additional exercise support can be found at *https://hseep.dhs.gov*.

Section D. HSGP Investment Justification Template

IJ Application Instructions

States, territories, and Urban Areas are required to use the web-based IJ submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2011 HSGP submission. **Please allow enough time before (or no later than 11:59 p.m. EDT) June 20, 2011 to complete the IJ in the GRT and submit the required application materials using *http://www.grants.gov*.** Urban Areas should work in accordance with their respective State's timelines and processes identified by the SAA to ensure the Urban Area IJ is submitted by the SAA in compliance with the application deadline.

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

Investment Justification Planning Worksheet

Applicants may use the Word-based *Investment Justification Planning Worksheet,* which is an optional, off-line tool, to help in drafting each Investment to be included as part of the final HSGP IJ. All responses completed in this worksheet must be transferred to the applicant's official IJ located in the GRT. The Worksheet is available at *www.fema.gov/grants* along with the FY 2011 HSGP Guidance materials.

Multi-Applicant Investments

States, territories, and Urban Areas may propose Multi-Applicant Investments, which represent a shared interest between two or more States and territories, or a shared interest between two or more Urban Areas, as one (or more) of their 15 Investment submissions. Urban Areas cannot submit a Multi-Applicant Investment in partnership with the State in which they are located. Each participating State or Urban Area must outline the specific components of the Multi-Applicant Investment for which it would be responsible and include that Investment in its own submission. For FY 2011, the Multi-Applicant Investments will continue to be evaluated like other Investments as part of the review process, but will not incorporate a bonus point structure.

Like last year, the FY 2011 HSGP Multi-Applicant submission process will require Multi-Applicant partners to identify a submitting partner who will only be required to initiate the Multi-Applicant Investment within the GRT by providing the Investment name(s) and the names of all partners. Once initiated, all partners will independently complete all sections of their Multi-Applicant Investment. Submitting partners should initiate the Multi-Applicant process early enough to allow all partners to complete their own Investments on time.

FY 2011 HSGP Investment Justification Outline

Question	Response	Review Criteria
Overall Investment Justification Portfolio		
Describe how the spectrum of terrorism and natural hazard risks that the State/territory/Urban Area faces influenced the development of this Investment Justification to include all Investments.	*Narrative* (1500 character max)	The response will be reviewed to provide context for the Investment Justification.
Identify the amount and percentage of funding that will be dedicated to Management & Administration expenditures.	*Amount/Percentage*	
I. Overview		
I.A Identify the Investment as:	*New, Ongoing*	The response will be reviewed to provide context for the Investment.
If the Investment is Ongoing, identify the Investment(s) from prior year(s):	Fiscal Year and Investment Name	
I.B Provide the Investment name:	Short Title (100 character max)	
I.C Provide the applicant name	State/territory Urban Area	
I.D Select the Primary and Secondary Funding Program for this Investment:	*SHSP, UASI, MMRS, CCP*	
I.E Identify if this Investment focuses on building new capabilities or the sustainment of existing capabilities.	*New, Existing*	
I.F Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved.	Narrative (2500 character max)	The response provides a detailed description and clear understanding of various activities that will be supported by this Investment.
II. Baseline		
II.A Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment.	Narrative (1500 character max)	The response will be reviewed to provide context for the Investment.
II.B Describe existing capability levels that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2011 funds.	Narrative (1500 character max)	The response provides a clear understanding of existing capability levels and what capability gap(s) the Investment will address.
II.C Explain the capability gap(s) that this Investment is intended to address.	Narrative (1500 character max)	
III. Project Management and Milestones		
III.A Provide the proposed Primary and Secondary FY 2011 HSGP funding amount for this Investment. For SHSP and/or UASI Only: Identify if this is a fusion center Investment.	Amount	The response provides a clear demonstration and a comprehensive understanding of how the Investment supports identified Target Capabilities, primary POETE Solution Area, and LETPA.
III.B If applicable, provide the proposed funding amount that is expected to be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA)	Amount	
III.C Identify the Target Capabilities that are supported by this Investment. For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.	*Select all that apply* and Amount	
III.D Provide the proposed funding amount to be obligated from this Investment towards the primary Planning, Organization, Equipment, Training, and Exercises (POETE) Solution Area.	*Planning, Organization, Equipment, Training, Exercise*	
III.E Identify up to ten projects/activities, with start and end dates, which will be implemented over the 36 month period of performance. Provide the following information:		The response provides a clear description of projects/activities that will demonstrate progress towards achieving the Investment.
- Project Name	Short title (100 character max)	
- Funding Amount	Amount	
- Project Management Step	*Initiate, Plan, Execute, Control, Close Out*	
- Start Month/Year	Month/Year	
- End Month/Year	Month/Year	
III.F Does this Investment require new construction or renovation, retrofitting, or modification of existing structures?	*No, Yes*	The response will be reviewed to provide context for the Investment.
IV. Accomplishments and Impact		
IV.A Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Section II, Baseline.	Narrative (1500 character max)	The response provides a clear description of how the outcomes will be achieved during the FY 2011 HSGP period of performance. The response also describes how accomplishments will bridge capability gap(s) outlined in Section III, Baseline.
IV.B Identify the National Priorities that are supported by this Investment:	*Select all that apply*	The response will be reviewed to provide context for the Investment.

Section E. OPSG Operations Order Template

Operations Order Instructions

As part of the FY 2011 OPSG application process, each eligible local unit of government at the county level or federally-recognized Tribal government must develop their Operations Order in coordination with State and Federal law enforcement agencies, to include, but not limited to CBP/BP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the Operations Order should address this in the Executive Summary. The details should include the names of the agencies, the points of contact, and the individual funding requests. The OPSG Operations Order Template can be found at *http://www.grants.gov*.

Requirements Overview

The Operations Orders must:

(1) Be created and submitted in Microsoft Word (*.doc)
(2) Not exceed 6 pages in length with the emphasis on the Executive Summary, Mission, and Budget
(3) Use the following file naming convention when submitting required documents as part of the FY 2011 OPSG application: "FY 2011 OPSG <State Abbreviation> - <Local Unit of Government Name>"

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

Budget Requirements Overview

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

(1) Explain how the costs were estimated
(2) Justify the need for the costs incurred

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

Executive Summary Overview

Details to include in the Operations Order Executive Summary:

(1) Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in your jurisdiction. Typically, this will be a program lead or manager overseeing operations and individuals assigned to that agency
(2) Briefly describe how Federal, State, local, and Tribal law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues

FY 2011 OPERATION STONEGARDEN (OPSG) OPERATIONS ORDER AND BUDGET TEMPLATE

U.S. DEPARTMENT OF HOMELAND SECURITY BUREAU OF CUSTOMS AND BORDER PROTECTION

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

Executive Summary

I. SITUATION

A. General Situation:

B. Terrain/Weather:

C. Criminal Element:

D. Friendly Forces:

II. MISSION

III. EXECUTION

A. Management/Supervisor Intent:

B. General Concept:

C. Specific Responsibilities:

1.

2.

3.

D. Coordinating Instructions:

IV. BUDGET

Within the Operations Order, include budgets and operative spending plans in one-year increments (Year 1, Year 2, and Year 3). The annual operations should be practical and able to be completed within the 36-month period of performance. Grantees may not begin operations, obligate, or expend any funds until the final Operations Order and embedded budget has been approved by FEMA GPD and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed.

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

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

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

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

A.3 Cost Estimates/Funding Requests (Year 3):
< INSERT COST ESTIMATES AND FUNDING REQUESTS TABLE >

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

B. Unit Command:

C. Communications Detail:

D. Map Coordinates:

Notes:		
Longitude:	Latitude:	
Degrees:	Minutes:	Seconds:
Decimal:		
Location Zone:		

ANNEX

A. Administration Annex:

B. Execution Annex:

C. Command Annex:

Media Action Plan:

Legal Review:

Risks:

Photos:

Section F. HSGP Checklist

This checklist identifies the application requirements for each of the five sub-programs of HSGP. For more information, see *Part IV*.

FY 2011 Homeland Security Grant Program Checklist					
Checklist Item	**SHSP**	**UASI**	**OPSG**	**MMRS**	**CCP**
Investment Justification	Y	Y		Y	Y
UAWG Structure		Y			
Operations Order and Detailed Budget Summary			Y		
Inventory of Operations Orders			Y		
Standard Form 424	Y	Y	Y	Y	Y
Standard Form 424A	Y	Y	Y	Y	Y
Standard Form 424B	Y	Y	Y	Y	Y
Standard Form 424C	Y	Y	Y	Y	Y
Standard Form 424D	Y	Y	Y	Y	Y
Lobbying Form	Y	Y	Y	Y	Y
Standard Form LLL	Y	Y	Y	Y	Y
Certification Regarding Debarment	Y	Y	Y	Y	Y
Certification Regarding Drug-Free Workplace Requirements	Y	Y	Y	Y	Y
DUNS Number	Y	Y	Y	Y	Y
Valid Central Contractor Registry (CCR) Registration	Y	Y	Y	Y	Y

EXHIBIT G

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PLANNING ROSTER

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

City of Los Angeles

CFDA #:	97.067 HSGP		
LEDGER TYPE:			
Today's Date			
Expenditure Period:	(Date) From:		
	(Date) To:		
Cash Request or Mod. #			
Approval: Cal EMA ONLY	Date & Initials (Prog. REP.):		

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

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Equipment Inventory

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

City of Los Angeles

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

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

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

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

TRAINING ROSTER

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

City of Los Angeles

CFDA #:	97.067 HSGP	
LEDGER TYPE:		
Today's Date		
Expenditure Period:	(Date) From:	
	(Date) To:	
Cash Request or Mod. #		
Approval: Cal EMA ONLY	Date & Initials (Prog. REP.):	

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

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

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EXERCISE ROSTER

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

CFDA #: 97.067 HSGP

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

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

EXHIBIT H

LA/LB UASI Modification Request Form

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

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

Basic Information:

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

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

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action
From									$ -	$ -	$ -	
From									$ -	$ -	$ -	
From									$ -	$ -	$ -	
From									$ -	$ -	$ -	
From									$ -	$ -	$ -	
										Total:	$ -	

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action
To									$ -	$ -	$ -	
To									$ -	$ -	$ -	
To									$ -	$ -	$ -	
To									$ -	$ -	$ -	
To									$ -	$ -	$ -	
										Total:	$ -	

HSPS Use Only:

Grant Specialist	Date Received	Date Approved by HSPS	Modification #	Notes

EXHIBIT I

ATTACHMENT A

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program (please check):
☐ **UASI FY 08, Grant #:** 2008-0006, **CalEMA ID #:** 037-95050
☐ **UASI FY 09, Grant #:** 2009-0019, **CalEMA ID #:** 037-95050
☐ **UASI FY 10, Grant #:** 2010-0085, **CalEMA ID #:** 037-95050
☐ **UASI FY 11, Grant #:** 2011-SS-077, **CalEMA ID #:** 037-95050

Sub grantee name: Los Angeles/Long Beach Urban Area
Jurisdiction:
Agency/Department:
Project Master Line# __/Sub-line# __/ Item # __
Project Name:
Project Budget:

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

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

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

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

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

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

c. **After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)**

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

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

6. **Has your organization determined the costs are reasonable?**

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

   *Cost benefit analysis should be included as a separate attachment.

Submitted by

Signature: _____ Date: _____

EXHIBIT J

ATTACHMENT A

LA/LB UASI

REQUIRED SUPPORTING DOCUMENTS FOR CLAIM REIMBURSEMENT

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

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

Sub-recipients are also required to perform the following:

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

Procurement

☐ Competitive/Formal bid process? ☐ **No** ☐ **Yes**
☐ Informal procurement memo attached? ☐ **No** ☐ **Yes**
☐ Is this a Sole Source purchase? ☐ **No** ☐ **Yes (Prior State approval attached)**

FOR EQUIPMENT:

☐ **Grant Reimbursement Request Form** with **authorized signature** and **date** for each line #.

☐ **Invoice**: Must be stamped **"PAID"**, **signed** with authorized signature for payment, and **dated.** **Circle**, or **designate** on the invoice/receipt the items requesting reimbursement. Each item **circled** must have **project #,** a funding SOURCE, and **TOTAL**. Include proof of payment (copy of canceled check and/or internal accounts payable record). Price quotes will **not be accepted** as proof of purchase for reimbursement

☐ **Purchase Orders**

☐ **Proof of Delivery** (ie. packing slips): If packing slips cannot be provided by vendor, the purchase order needs be stamped **RECEIVED** with the date the product was received and signature

☐ Reviewed **Federal Debarment Listing:** http://www.epls.gov/epls/search.do
☐ **No.** ☐ **Yes,** print screen is attached for auditing purposes.

☐ **Equipment Inventory Ledger**, completed listing with all requested information, **including** Line #, Equipment Description, AEL #, AEL Title, Qty, Invoice #, Invoice Date, Vendor, Amount of Request, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, and Deployed Location. Please send electronic file to your grant specialist.

FOR TRAINING/EXERCISE/ PLANNING:

☐ **Grant Reimbursement Form** with **authorized signature** and **date** for each Reference No/ Project No.

☐ **Training/Exercise Roster** completed listing with project #, course name, solution area sub-category, discipline, ODP approval, and ODP tracking number.

- For Training –ODP approved tracking number is required
- For Exercise – Submit **After Action Report** into the ODP Portal within 60 days of event. Attach proof report was submitted (ie. report cover sheet, confirmation email).

☐ **Timecards**: indicating the **# of hours** charged per day, employee signature & supervisor signature**.** Electronic timecard is acceptable.

☐ **Payroll register** indicating the salary, hourly rate, employee benefits, overtime rate. Include backfill for name of employee attending training/exercise.

☐ **For Training & Exercise Only: Class Roster/Sign-in sheets** or Certificate of Completion with training date (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their your own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

Additional items:

☐ **Travel** Itemized receipts required for costs such as airfare, lodging, meals and/or training/conference fees. Receipts/invoices must include appropriate dates agreeing with the travel/training period. Gratuity and alcoholic beverages are not allowed for reimbursement. Credit card authorization slips are unacceptable. Please see www.gsa.gov for approved per diem rates.

☐ **Workshop** –Invoices and proof of payment for instructor, facilities, contractor and consulting services.

Completed By: _____ Date: _____

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 _____

UASI FY08 ☐
UASI FY09 ☐
UASI FY10 ☐
UASI FY11 ☐

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

Prepared By: _____
Phone No.: _____

Please mark this box to indicate final request for reimbursement ☐

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment				-	-
Exercise				-	-
Training				-	-
Planning				-	-
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.

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 K

ATTACHMENT A

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

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 FY 11**, Grant #: 2011-SS-077, OES ID: 037-95050

UASI/County Name: LA/LB_____
Jurisdiction/Agency:_____
Project/ Sub-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.

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 L

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 EMERGENCY OPERATIONS CENTER (EOC) REQUEST

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

   Primary EOC _____ Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility _____

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

   _____

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

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

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 EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		
Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs[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		

6. Explanation of "other" items:

_____
_____
_____
_____
_____
_____

7. Has your organization determined the costs are reasonable?

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

EXHIBIT M

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program (please check):

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

ESTABLISH/ENHANCE JOINT REGIONAL INTELLIGENCE CENTER (JRIC) REQUEST

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

   Primary JRIC _____ Alternate/Back-up/Duplicate JRIC _____

2. Physical address of facility _____

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

   _____

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

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

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)

ATTACHMENT A

Project Letter	Master Item #	Sub-Line #	LA/LB L#	Jurisdiction	Department	UASI Project Name	Solution Area	Solution Area Sub-Category	Disc.	Funding Source	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated	Total Amount Approved (Expended)	Remaining Balance (Obligated)	Percent Complete %
													$0	$48,929,660	0%
											$49,914,660.00	$48,929,660.00	$0.00	$48,929,660.00	0%
E	13	48	2	Torrance	Fire Department	TLO Basic/Intermediate	Train	Overtime	FS	UASI	$3,096.00		$0.00	$0.00	0%
F	15	66	3	Torrance	Police Department	Transportation Video Security	Equip	Physical Security Enhancement Equipment	LE	UASI	$104,261.00		$0.00	$0.00	0%
H	22	93	3	Torrance	Fire Department	CBRNE Training	Train	Backfill	FS	UASI	$6,065.00		$0.00	$0.00	0%
J	27	140	4	Torrance	Police Department	MACTAC (Multi-Assault Counter Terrorism Action Capabilities)	Train	Overtime	LE	UASI	$35,763.00		$0.00	$0.00	0%