

***Emergency Management Performance Grant  
Subrecipient Agreement  
Grant Year 2018***

***35259***

***Between the***

***County of Los Angeles***

***and the***

***Disaster Management Area F***

**35259**  
**SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**COUNTY OF LOS ANGELES**  
**AND**  
**DISASTER MANAGEMENT AREA F**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and Disaster Management Area F (the "Subrecipient"), which is comprised of the cities listed in Exhibit A, under a Joint Exercise of Powers Agreement with the County of Los Angeles to provide for inter-agency cooperation in major natural or man-made disasters. Each of the cities that comprise Disaster Management Area F is a municipal corporation duly organized or existing under the laws of the State of California.

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security through the Grants Program Directorate of the Federal Emergency Management Agency (FEMA), has provided financial assistance from the Homeland Security Grant Program (HSGP), Catalog of Federal Domestic Assistance No. 97.042 – Emergency Management Performance Grant (EMPG), directly to the California Governor's Office of Emergency Services (Cal OES) for the 2018 EMPG Program, Federal Award Identification No. EMF-2018-EP-00008, Federal Award dated September 21, 2018 with a performance period of July 1, 2018 to June 30, 2019. This Federal Award is not a R&D award; and

WHEREAS, Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and its Chief Executive Office (CEO) is responsible for managing and overseeing the EMPG funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to provide resources to sustain and enhance all-hazards emergency management capabilities of the Subrecipient, and to assist the Subrecipient in building effective prevention and response capabilities for an effective and consistent response to any threatened or actual disaster or emergency, regardless of the cause; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2018 EMPG grant from Cal OES in the total amount of \$2,200,209.00; and

WHEREAS, the County of Los Angeles now wishes to distribute 2018 EMPG grant funds to the Subrecipient in the amount of \$78,625.00, as further detailed in this Agreement and attachments hereto; and

WHEREAS, the County of Los Angeles has been delegated authority by the Board of Supervisors to enter into subrecipient agreements on behalf of the County of

Los Angeles with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and the Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 18, 2018 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and the Subrecipient agree as follows:

## SECTION I

### INTRODUCTION

#### §101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Disaster Management Area F, a joint powers public agency, having its principal office at Disaster Preparedness and Emergency Communications, 2990 Redondo Avenue, Long Beach, CA 90806.

#### §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 must be given are as follows:
  - 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa,  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-1127  
Fax: (213) 687-3765  
chirakawa@ceo.lacounty.gov

Giles Quan  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-2319  
Fax: (213) 687-3765  
gquan@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	<i>Reginald Harrison, Director</i>
Organization/DUNS #	City of Long Beach / 075295832
Address:	2990 Redondo Avenue
City/State/Zip:	Long Beach, CA 90806
Phone:	562.570.9460
Email:	reginald.harrison@longbeach.gov

With a copy to:

Name and Title:	<i>Suzy B. Betz, Grant Coordinator</i>
Organization	City of Long Beach
Address:	2990 Redondo Avenue
City/State/Zip:	Long Beach, CA 90806
Phone:	562.570.9252
Fax:	562.570.9254
Email:	suzy.betz@longbeach.gov



- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must 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 County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- B. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- C. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit D and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification of Grant Assurances, attached hereto as Exhibit E and made a part hereof, in accordance with §411.C of this Agreement.

## SECTION II

### TERM AND SERVICES TO BE PROVIDED

#### §201. Performance Period

The performance period of this Agreement is from July 1, 2018 to June 30, 2019, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

#### §202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative for the 2018 EMPG, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit F.

Any request by Subrecipient to modify the program narrative must be made in writing with the appropriate justification and submitted to the County of Los Angeles for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, the County of Los Angeles will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to the County of Los Angeles, who upon review will request approval

from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

- E. Subrecipient shall provide quarterly status reports to the County of Los Angeles indicating its progress on meeting the program goals and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement, attached hereto as Exhibit H and I, respectively, and made a part hereof. Reports and claims must be in the form requested by the County of Los Angeles.

Status reports must be submitted by the fifteenth (15<sup>th</sup>) day of the month following the end of the quarter, or as designated by the County of Los Angeles.

Claims must be submitted by the fifteenth (15<sup>th</sup>) day of the month as follows: Quarterly, quarters 1, 2, and 3, following the end of the quarter; monthly following the end of each month for April, May and June, or as designated by the County of Los Angeles.

- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 Code of Federal Regulations (CFR) Part 200, to the County of Los Angeles no later than March 31<sup>st</sup> (fiscal year ending June 30) or June 30<sup>th</sup> (fiscal year ending September 30) of the year following the reporting period. In the event the Subrecipient does not meet the Single Audit Threshold (SAT) expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the SAT was not met and its exempt status by the dates noted above.
- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement.
- H. Subrecipient must provide a Corrective Action Plan to the County of Los Angeles within thirty (30) days of any issue identified by an audit.
- I. Any equipment acquired pursuant to this Agreement must be authorized in the FEMA Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2018 EMPG Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit G. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2018 EMPG can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313 For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must 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 must make Equipment available for use on other like 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 must be given to other programs or projects supported by the awarding agency.
3. An Equipment Listing must be maintained listing each item of Equipment acquired with EMPG funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of

disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
  5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the County of Los Angeles when requested.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2018 EMPG, Notice of Funding Opportunity or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2018 EMPG, Notice of Funding Opportunity, and must be first submitted to the County of Los Angeles and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frt/>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2018 EMPG, Notice of Funding Opportunity. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://preptoolkit.fema.gov/web/hseep-resources>.
- N. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2018 EMPG, Notice of Funding Opportunity.
- O. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2018 EMPG, Notice of Funding Opportunity.
- P. Subrecipient must provide to the County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to the County of Los Angeles prior to final execution of the Agreement.
- Q. Pursuant to this Agreement, indirect costs are not reimbursable.

## SECTION III

### PAYMENT

#### §301. Payment of Grant Funds and Method of Payment

- A. Subject to the terms and conditions of this Agreement, the County of Los Angeles will reimburse Subrecipient up to the maximum amount of \$78,625.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by the County of Los Angeles. All expenditures must be for the purchase of personnel services, equipment, exercises, training, planning, operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to the County of Los Angeles in the 2018 EMPG Grant Award Letter from Cal OES, attached hereto as Exhibit F.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment on a quarterly basis following costs being incurred and paid, and the required supporting documentation is available. Said timeframe should be within fifteen (15) business days at the end of each quarter and/or prescribed due dates by the County of Los Angeles and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit I). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As

provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of any reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement. Additionally, any payment made to the Subrecipient may be subject to repayment by the Subrecipient to the County of Los Angeles for noncompliance in accordance with §411 of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.  
  
2. The County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

## SECTION IV

### STANDARD PROVISIONS

#### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

#### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is 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 remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§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. Breach

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 all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- 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.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must 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. Subrecipient must 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).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

#### §408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to 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 Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof 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.

#### §409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for

themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
  - a. Any direct or indirect financial interest in the specific contract, including but not limited to, 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 may solicit or accept gratuities, favors, or 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 may 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 County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles 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 are made to the guidelines, rules, and laws of the County 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 may 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 must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and the County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must 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. CFR

Subrecipient must comply with Title 2 CFR Part 200.

- 2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. 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 subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

Subrecipient must 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 must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period 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 County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and the County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

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

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of 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) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act , Public Resources Code §21000 et seq.

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

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must 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 must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 CFR Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit D, and incorporated herein by reference.

15. Miscellaneous

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



## B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must 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 must, as applicable, 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:

Title 44 CFR Part 66; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

### 1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

#### C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2018 Notice of Funding Opportunity and in the State's "Grant Assurances". By signing these Grant Assurances and accepting the Notice of Funding Opportunity, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit E. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2018 Certification of Grant Assurances in Exhibit E, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit E conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit E shall control.

#### D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit E, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

#### §412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

#### §413. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will 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, Title 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, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

##### B. Rights to Use Inventions

As applicable, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

##### C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

#### D. Rights to Data

The State and the County of Los Angeles will 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 Title 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 State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

#### E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### §414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

#### §415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

#### §416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the County of Los Angeles may, in its sole discretion, terminate the Agreement.

#### §417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

#### §502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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


§602. Number of Pages and Attachments


This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (26) pages and (9) Exhibits which constitute the entire understanding and agreement of the parties.


[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES


BY  6-5-2019  
FOR SACHI A. HAMAI Date  
Chief Executive Officer

BY   
CELIA ZAVALA  
Executive Officer, Board of Supervisors

BY   
ARLENE BARRERA  
Acting Auditor-Controller

APPROVED AS TO FORM

MARY C. WICKHAM  
County Counsel

BY   
Senior Deputy County Counsel  
Tom Modica  
Assistant City Manager

DISASTER MANAGEMENT AREA F  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
BY   
PATRICK H. WEST, City Manager

5/16/19  
Date

City Representative/Title (Signature)

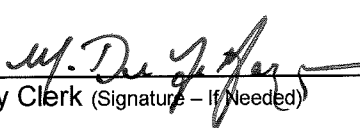
(Print Name)

Date

APPROVED AS TO FORM

BY  Monica Kilaita 5/9/19  
Deputy City Attorney (Signature - If Needed) (Print Name) Date

ATTEST

BY  Monique DeLaGarza 5-1-19  
City Clerk (Signature - If Needed) (Print Name) Date

## EXHIBITS

Exhibit A	Disaster Management Area Cities
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification and Disclosure Regarding Lobbying
Exhibit E	Certification of Grant Assurances
Exhibit F	Final Grant Award Letter and Project Worksheet(s)
Exhibit G	2018 Notice of Funding Opportunity
Exhibit H	2018 EMPG Performance Report
Exhibit I	Reimbursement Form and Instructions



DISASTER MANAGEMENT AREA CITIES

<u>City</u>	<u>Area</u>
Avalon	F
Long Beach	F
Signal Hill	F

**EXHIBIT B**

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

This certification is required by the regulations Implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE  
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
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

City of Long Beach  
CONTRACTOR/BORROWER/AGENCY

Patrick H. West, City Manager  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

9/18/19  
DATE

Tom Modica  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

May 9, 2019  
CHARLES PARKIN, City Attorney

By 

MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance 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 on 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, 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EXHIBIT C

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
STD. 21

COMPANY/ORGANIZATION NAME: \_\_\_\_\_

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Patrick H. Westt

OFFICIAL'S NAME

5/16/19  
DATE EXECUTED

Los Angeles

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPT SIGNATURE

City Manager

TITLE

95-6000733

FEDERAL I.D. NUMBER

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

May 9, 2019  
CHARLES PARKIN, City Attorney

By

MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

## STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the **City of Long Beach**

(your agency)

accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The **City of Long Beach** (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the **City of Long Beach** (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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**EXHIBIT D**Cal OES 2-232  
Approved by OMB 0348-0046**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> <b>B</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> <b>B</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> <b>A</b> a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> City of Long Beach, 333 W. Ocean Blvd, Long Beach, CA 90802  <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee  Tier, if known: _____  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  County of Los Angeles   Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>  Department of Homeland Security	<b>7. Federal Program Name/Description:</b> Emergency Management Performance Grant  CFDA Number, if applicable: <u>97-042</u>	
<b>8. Federal Action Number, if known:</b> <u>Grant # 2018-00008</u>	<b>9. Award Amount, if known:</b> <u>\$78,625</u>	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)  N/A	<b>b. Individuals Performing Services</b> (last name, first name, MI - include address if different from 10a)  N/A	
<b>11. Amount of Payment (check all that apply) :</b> _____ <input checked="checked" type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: <u>N/A</u>	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify:  nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b> (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input checked="checked" type="radio"/> Yes <input type="radio"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>[Signature]</u> Name: <u>Patrick H. West</u> Title: <u>City Manager</u> Telephone: <u>562.570.6916</u> Date: <u>5/16/19</u> (area code)
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL</b>



# DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction  
Standard Form – LLL-A



**Standard Assurances  
For All Cal OES Federal Grant Programs**

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

**Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

**1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## **2. Period of Performance**

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

## **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies 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 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.
- (b) 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.
- (c) 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.

The Applicant will also comply with provisions of 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.

Finally, the Applicant 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 without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, 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 (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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.

#### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### **9. Access to Records**

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant 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.

#### **11. Financial Management**

##### False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

#### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

#### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

#### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

#### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

## **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

## **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients 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;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

## **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



**19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM -  
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

**25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**27. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**28. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**29. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**31. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**36. USA Patriot Act of 2001**

All recipients must comply with 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.

**37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: City of Long Beach Tom Modica  
Assistant City Manager  
Signature of Authorized Agent: [Signature] EXECUTED PURSUANT  
TO SECTION 301 OF  
Printed Name of Authorized Agent: Patrick H. West THE CITY CHARTER  
Title: City Manager Date: 5/16/19


APPROVED AS TO FORM  
May 9, 2019  
CHARLES PARKIN, City Attorney  
By [Signature]  
MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

## EXHIBIT E

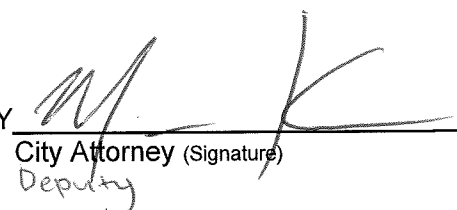
### COUNTY OF LOS ANGELES

#### 2018 CERTIFICATION OF GRANT ASSURANCES


As the duly authorized representative of the Subrecipient, I hereby certify Subrecipient's complete acceptance of Exhibit D, and agreement to abide by all provisions, assurances, conditions and requirements of the Grant Assurances therein.

BY  **City Manager** Patrick H. West 9/16/19  
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY  **Assistant City Manager** Tom Modica 5/9/19  
City Attorney (Signature) (Print Name) Date  
Deputy

ATTEST

BY  **Monique De La Garza** 5-1-19  
City Clerk (Signature) (Print Name) Date

EDMUND G. BROWN JR.  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



September 21, 2018

Sachi Hamai  
Chief Executive Office  
Los Angeles County  
500 west Temple Street, Room 713  
Los Angeles, CA 90012

Subject: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
Fiscal Year (FY) 2018 Emergency Management Performance Grant  
(EMPG) Program  
Grant Subaward #2018-0008, Cal OES ID # 037-00000  
Grant Subaward Performance Period: July 1, 2018-June 30, 2019

Dear Ms. Hamai:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2018 Emergency Management Performance Grant (EMPG) Program Subaward in the amount of \$2,200,209. Once your completed application is received and approved, you may request reimbursement of eligible expenditures using the Cal OES Financial Management Forms Workbook available at [www.caloes.ca.gov](http://www.caloes.ca.gov).

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2018 EMPG Grant Subaward application. Throughout the Grant Subaward cycle, Cal OES will use performance milestones set in the Department of Homeland Security/Federal Emergency Management Agency Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive Grant Subaward applications. All activities funded with this Grant Subaward must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and non-competitive procurement requests and controlled equipment requests require additional approvals from Cal OES.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Following acceptance of this Grant Subaward, you must enter your subaward information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the Grant Subaward performance period or until you complete all activities and the Grant Subaward is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

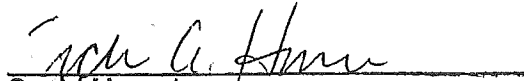
This subaward is subject to all provisions of 2 C.F.R., Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI  
Director



Sachi Hamai  
Los Angeles County

10/19/18  
Date

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
D	Area F - (1) 10' x 8' Utility Shed	EMPG	EMG	Other Authorized Equipment	\$ 1,000
D	Area F - (3) 55" video displays for Signal Hill EOC	EMPG	EMG	Information Technology	\$ 2,500
D	Area F - (3) Installations of full motion wall mounts for video displays at Signal Hill EOC	EMPG	EMG	Other Authorized Equipment	\$ 1,000
B	Review and update Avalon and Long Beach's Hazard Mitigation Plans - Area F	EMPG	EMG	Develop and Enhance Plans, Protocols, Programs, and Systems	\$ 25,000
B	Area F Community Outreach - Area F	EMPG	EMG	Community Outreach	\$ 15,500
B	Alert Long Beach Outreach - Area F	EMPG	EMG	Develop and Enhance Plans, Protocols, Programs, and Systems	\$ 15,000
C	Rapid Damage Assessment for Buildings - Area F	EMPG	EMG	Course Development, Delivery, and Evaluation	\$ 3,625
C	Essential Emergency Management Concepts - Area F	EMPG	EMG	Course Development, Delivery, and Evaluation	\$ 15,000

**Totals \$ 78,625**

Project #	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over \$250K	Sole Source Involved	Hold Trigger	Budgeted Cost
D	Area F - (1) 10' x 8' Utility Shed	19MH-00-CONT	Containers, Storage	N/A	EMPG	EMG	Other Authorized Equipment		No	No	EHP	\$ 1,000
D	Area F - (3) 55" video displays for Signal Hill EOC	04MO-03-DISP	Display, video	N/A	EMPG	EMG	Information Technology		No	No	No Hold Indicated	\$ 2,500
D	Area F - (3) Installations of full motion wall mounts for video displays at Signal Hill EOC	21GN-00-INST	Installation	N/A	EMPG	EMG	Other Authorized Equipment		No	No	EHP	\$ 1,000



Area F  
2018 EMPG Projects

Project #	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Part of a Procurement over \$250K	Sole Source Involved	Budgeted Cost
B	Review and update Avalon and Long Beach's Hazard Mitigation Plans - Area F	EMPG	EMG	Develop and Enhance Plans, Protocols, Programs, and Systems	Consultant / Contractor Fee	Update Hazard Mitigation Plan for Area F Partners	No	No	\$ 25,000
B	Area F Community Outreach - Area F	EMPG	EMG	Community Outreach	Materials	Emergency preparedness and awareness materials and pamphlets to be distributed to community	No	No	\$ 15,500
B	Alert Long Beach Outreach - Area F	EMPG	EMG	Develop and Enhance Plans, Protocols, Programs, and Systems	Consultant / Contractor Fee	Design a comprehensive set of strategies and products to educate and provide public awareness for residents' enrollment in the Alert Long Beach mass notification system in Long Beach. Strategies will incorporate general outreach materials, special events, social media and public relations strategies per the vision and input provided by Alert Long Beach Working Group.	No	No	\$ 15,000

Project #	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	EHP Approval Date	Part of a Procurement over \$250K	Sole Source Involved	Budgeted Cost
C	Rapid Damage Assessment for Buildings - Area F	EMPG	EMG	Course Development, Delivery, and Evaluation	Consultant/Contractor Fee	TBD	Classroom	40	TBD		No	No	\$ 3,625
C	Essential Emergency Management Concepts - Area F	EMPG	EMG	Course Development, Delivery, and Evaluation	Consultant/Contractor Fee	TBD	Classroom	40	TBD		No	No	\$ 15,000

**The U.S. Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year (FY) 2018 Emergency Management Performance Grant (EMPG)**

**NOTE:** If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take 4 weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D of this NOFO, subsection, Content and Form of Application Submission.

**A. Program Description**

**Issued By**

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

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

97.042

**CFDA Title**

Emergency Management Performance Grant (EMPG)

**Notice of Funding Opportunity Title**

Emergency Management Performance Grant

## NOFO Number

Grant Program Title	NOFO Number
EMPG – Region I	DHS-18-GPD-042-01-01
EMPG – Region II	DHS-18-GPD-042-02-01
EMPG – Region III	DHS-18-GPD-042-03-01
EMPG – Region IV	DHS-18-GPD-042-04-01
EMPG – Region V	DHS-18-GPD-042-05-01
EMPG – Region VI	DHS-18-GPD-042-06-01
EMPG – Region VII	DHS-18-GPD-042-07-01
EMPG – Region VIII	DHS-18-GPD-042-08-01
EMPG – Region IX	DHS-18-GPD-042-09-01
EMPG – Region X	DHS-18-GPD-042-10-01

### Authorizing Authority for Program

Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 *et seq.*); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 *et seq.*); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 *et seq.*).

### Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141)

### Program Type

New

### Program Overview, Objectives and Priorities

#### Overview

The FY 2018 Emergency Management Performance Grant Program (EMPG) is set against the backdrop of a year in which the United States faced numerous and unprecedented homeland security challenges. These included the three major hurricanes that devastated parts of Texas, Florida, and much of Puerto Rico and the U.S. Virgin Islands, as well as massive wildfires across the State of California. In addition to these natural disasters, the Nation also responded to multiple incidents as part of the evolving threat landscape, including witnessing the first known terrorist attack executed against mass transportation on our soil; cyberattacks against critical port infrastructure; and mass casualty events involving both vehicles and active shooters.

The National Preparedness Goal (the Goal) defines what it means to be prepared for such diverse and complicated events. The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver the core capabilities needed to achieve the goal of a more secure and resilient Nation. The development and sustainment of these core capabilities is not exclusive to any single level of government or organization, but rather requires the combined effort of the whole community. To that end, the FY 2018 EMPG represents one part of a comprehensive set of measures authorized by Congress and implemented by the Administration. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the EMPG supports the goal to Strengthen National Preparedness and Resilience.

The recently released 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The Emergency Management Performance Grant program supports the goal of Ready the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

### **Objectives**

The purpose of EMPG is to provide Federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 *et seq.*). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from all hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through EMPG, provides direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all-hazards emergency preparedness system. The FY 2018 EMPG will provide Federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support implementation of the National Preparedness System and the National Preparedness Goal (the Goal) of a secure and resilient Nation.

Performance metrics for this program are as follows:

- Percent improvement in Stakeholder Preparedness Review (SPR) capabilities against Threat and Hazard Identification and Risk Assessment (THIRA) targets
- Percent of states and territories with a THIRA and SPR that meet current DHS/FEMA guidance

### **Priorities**

The National Preparedness System is the instrument the Nation employs to build, sustain, and implement core capabilities to achieve the Goal of a secure and resilient Nation.

Complex and far-reaching threats and hazards require a collaborative and a whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities by achieving the desired outcomes identified in the Goal.

DHS encourages EMPG recipients and subrecipients to prioritize grant funding toward investments that address capability targets and gaps identified through the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) (formerly known as the State Preparedness Report) process. Recipients and subrecipients should use grant funds to increase capability for high-priority core capabilities with low capability levels, validate capability levels, and maintain and/or sustain current capabilities. Additional information, including guidelines for completing the THIRA and SPR, can be found at: <https://www.fema.gov/media-library/assets/documents/26335> and <http://www.fema.gov/stakeholder-preparedness-review>.

DHS/FEMA annually publishes the annual National Preparedness Report (NPR) to evaluate progress in building, sustaining, and delivering the core capabilities outlined in the Goal. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern. The NPR can be found at <http://www.fema.gov/national-preparedness-report>.

In developing applications for the FY 2018 EMPG, recipients should consider funding projects that address core capability gaps within the NPR national areas for improvement as they relate to emergency management capabilities, including:

- Cybersecurity;
- Infrastructure Systems;
- Economic Recovery;
- Housing;
- Natural and Cultural Resources; and
- Supply Chain Integrity and Security.

Minimum funding amounts are not prescribed by DHS/FEMA for these priorities. However, recipients are expected to support state, local, regional, tribal, territorial, and national efforts to achieve the desired outcomes for these priorities. Grant funds should clearly support resources the recipients need to achieve the THIRA targets and close capability gaps identified in the SPR.

For additional details on priorities for EMPG, please refer to [Appendix A – FY 2018 EMPG Priorities](#).

## **B. Federal Award Information**

### **Award Amounts, Important Dates, and Extensions**

**Available Funding for the EMPG:** **\$350,100,000**

**Period of Performance:** **Twenty-four (24) months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to Section H of this NOFO.

DHS/FEMA anticipates the overall period of performance for awards issued under this NOFO will be up to 72 months, encompassing five (5) program years. DHS/FEMA anticipates that it will fund a program year every twelve (12) months, and that the period of performance for the funds provided in each program year will be two (2) years. The funds provided under this announcement will be for the first program year, which will have a two-year period of performance. Annual funding for program years two through five is not currently available, and will only be provided subject to the availability of funds. Should funding become available for additional program years, applicants will be required to submit an application and proposed budget for approval by DHS/FEMA before any additional funds are awarded.

**Projected Period of Performance Start Date(s):** **October 1, 2017**

**Projected Period of Performance End Date(s):** **September 30, 2019**

**Funding Instrument:** **Grant**

## **C. Eligibility Information**

### **Eligible Applicants**

State governments (State Administrative Agency (SAA) or the State's Emergency Management Agency (EMA)).

### **Eligibility Criteria**

All 56 states and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia, are eligible to apply for FY 2018 EMPG funds. Either the SAA or the EMA is eligible to apply directly to FEMA for EMPG funds on behalf of each state or territory. However, only one application will be accepted from each state or territory.

### **Other Eligibility Criteria**

**Emergency Management Assistance Compact (EMAC) Membership**

In support of the Goal, EMPG recipients must belong to, be located in, or act as an EMAC temporary member state, except for American Samoa, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Commonwealth of the Northern Mariana Islands, which are not currently required to belong to EMAC. All assets supported in part or entirely with FY 2018 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations, per existing EMAC agreements.

### **National Incident Management System (NIMS) Implementation**

Prior to allocation of any Federal preparedness awards in FY 2018, recipients must ensure and maintain adoption and implementation of NIMS. DHS/FEMA describes the specific activities involved in NIMS implementation in the NIMS Implementation Objectives (<https://www.fema.gov/implementation-guidance-and-reporting>).

Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts, such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is available under <http://www.fema.gov/resource-management-mutual-aid>.

### **Cost-Share or Match**

A cost-match is required under this program.

The Federal share that is used toward the EMPG budget shall not exceed 50 percent of the total budget. The state must equally match (cash or third party in-kind) the Federal contribution pursuant to Sections 611(j) and 613 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations. In accordance with 48 U.S.C. § 1469a, match requirements are waived for the insular areas: the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and the Republic of the Marshall Islands.

## **D. Application and Submission Information**

### **Key Dates and Times**

**Date Posted to Grants.gov:**

**May 21, 2018**

**Application Submission Deadline:**

**June 20, 2018, 5:00pm ET**

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are not received by the deadline or consider them for funding.**

DHS/FEMA may, however, extend the application deadline, upon request, for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline or other exigent or emergency circumstances. Extensions based on exigent or emergency circumstances will be made on case-by-case basis, with the final determination resting with DHS/FEMA. Applicants who experience technical issues must notify the EMPG Regional Program Manager before the application deadline.

**Anticipated Funding Selection Date:**

**August 27, 2018**

**Anticipated Award Date:**

**Before September 30, 2018**

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

Application forms and instructions are available on [Grants.gov](https://www.grants.gov) (hardcopies of the NOFO and associated application materials are not available.) To access the application package, select "Applicants" then "Apply for Grants" followed by "Get Application Package." Enter the Funding Opportunity Number located in this NOFO. Select "Apply" and then "Create Workspace." Follow the prompts to download the instructions and begin the application.

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

Initial applications will be processed through the [Grants.gov](https://www.grants.gov) portal and final applications will be processed through FEMA's Non-Disaster Grants ([ND Grants](#)) System.

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

Applying for an award under this program is a multi-step process. To ensure that an application is submitted on time applicants are advised to start the required steps well in advance of their submission. Failure of an applicant to comply with any of the required steps before the deadline for submitting their application may disqualify their application from funding.

The steps involved in applying for an award under this program are:

1. Applying for, updating, or verifying their Data Universal Numbering System (DUNS) Number and Employer ID Number (EIN);
2. Updating or verifying their System for Award Management (SAM) Registration;



3. Establishing an Authorized Organizational Representative (AOR) in [Grants.gov](https://www.grants.gov);
4. Submitting an initial application in [Grants.gov](https://www.grants.gov); and
5. Submitting the final application in the [ND Grants](https://www.nd.gov/nd-grants) system.

### **Unique Entity Identifier and System for Award Management (SAM)**

All applicants for this award must:

1. Be registered in SAM before submitting its application;
2. Provide a valid DUNS number in its application; and
3. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by DHS/FEMA.

DHS/FEMA may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time DHS/FEMA is ready to make a federal award. DHS/FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

### **Electronic Delivery**

DHS/FEMA is participating in the [Grants.gov](https://www.grants.gov) initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through [Grants.gov](https://www.grants.gov) and final applications through [ND Grants](https://www.nd.gov/nd-grants).

### **How to Register to Apply through [Grants.gov](https://www.grants.gov)**

1. *Instructions:* Read the instructions below about registering to apply for DHS/FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required application submission deadlines.

Organizations must have a DUNS Number, active SAM registration, and [Grants.gov](https://www.grants.gov) account to apply for grants.

If individual applicants are eligible to apply for this grant funding opportunity, refer to: <https://www.grants.gov/web/grants/applicants/registration.html>

Organization applicants can find complete instructions here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

2. *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

3. *Register with SAM:* In addition to having a DUNS number, all organizations applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>

4. *Create a Grants.gov Account:* The next step in the registration process is to create an account with Grants.gov. Applicants must know their organization's DUNS number to complete this process.

For more information, follow the on-screen instructions or refer to:

<https://www.grants.gov/web/grants/applicants/registration.html>

5. *Add a Profile to a Grants.gov Account:* A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to

<https://www.grants.gov/web/grants/applicants/registration/add-profile.html>

6. *EBiz POC Authorized Profile Roles:* After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to:

<https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>

7. *Track Role Status:* To track your role request, refer to:  
<https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>
8. *Electronic Signature:* When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed and it is crucial for valid and timely submissions.**

### **How to Submit an Initial Application to DHS/FEMA via Grants.gov**

Grants.gov applicants apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within an application. For each Notice of Funding Opportunity (NOFO), you can create individual instances of a Workspace.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to:

<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

1. *Create a Workspace:* Creating a Workspace allows you to complete it online and route it through your organization for review before submitting.
2. *Complete a Workspace:* Add participants to the Workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.
3. *Adobe Reader:* If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS/FEMA forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on [Grants.gov](https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html) to download the appropriate version of the software at: <https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

4. *Mandatory Fields in Forms:* In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.
5. *Complete SF-424 Fields First:* The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

6. *Submit a Workspace:* An application may be submitted through Workspace by clicking the “Sign and Submit” button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least ten days prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.
7. *Track a Workspace:* After successfully submitting a Workspace package, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted Workspace.

For additional training resources, including video tutorials, refer to:  
<https://www.grants.gov/web/grants/applicants/applicant-training.html>

*Applicant Support:* Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at [support@grants.gov](mailto:support@grants.gov). For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the [Grants.gov](#) Support Center and get a ticket number. The Support Center ticket number will assist the DHS/FEMA with tracking your issue and understanding background information on the issue.

### **Submitting the Final Application in Non Disaster Grants System (ND Grants)**

After submitting the initial application in [Grants.gov](#), eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in [ND Grants](#). Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or at the latest, ten days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their application.

In [ND Grants](#) applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction)
- Standard Form 424B, Standard Assurances (Non-construction)
- Standard Form LLL, Disclosure of Lobbying Activities

In addition, applicants must submit copies of the following in ND Grants:

- Program Work Plan (see [Appendix C – FY 2018 EMPG Work Plan](#));
- Indirect Cost Rate Agreement, if applicable.

Applicants must submit copies of the following in ND Grants, if applying for construction projects:

- Standard Form 424C, Budget Information (Construction)
- Standard Form 424D, Standard Assurances (Construction)

The forms can be found here: <http://www.fema.gov/preparedness-non-disaster-grants> and <http://www.grants.gov/web/grants/forms/sf-424-family.html#sortby=1>.

### **Timely Receipt Requirements and Proof of Timely Submission**

All applications must be received in ND Grants by **5:00 PM Eastern Time** on June 20, 2018. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXXX) from Grants.gov with the successful transmission of their initial application. This applicant with the AOR role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

Applicants using slow internet, such as dial-up connections, should be aware that transmission can take some time before Grants.gov and ND Grants receive your application. Again, Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the AOR role. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the systems time to process the application.

Applicants needing assistance with the ND Grants system should contact [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076.

### **Intergovernmental Review**

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See <http://www.fws.gov/policy/library/rgeo12372.pdf>).

### **Funding Restrictions**

Federal funds made available through this award may be used only for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

EMPG recipients may only fund activities and projects that are included and approved in the FY 2018 EMPG Work Plan. Activities and projects may include capability sustainment supported by previous EMPG funds provided the sustainment activity is cited in the FY 2018 Work Plan.

## **Environmental Planning and Historic Preservation (EHP) Compliance**

As a Federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grant funded projects, comply with Federal EHP regulations, laws and Executive Orders, as applicable. Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to non-compliance with EHP laws, executive orders, regulations, and policies.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy 108-023-1. The EHP screening form is located [here](#) and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/85376>.

## **Emergency Communications and Resilience**

All entities using EMPG funding to support emergency communications investments are required to comply with the [SAFECOM Guidance on Emergency Communications Grants \(SAFECOM Guidance\)](#). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for State, local, tribal, and territorial recipients investing Federal funds in emergency communications projects. It is also designed to promote and align with the [National Emergency Communications Plan \(NECP\)](#). Conformance with the SAFECOM Guidance helps ensure that Federally-funded investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

## **FirstNet**

The *Middle Class Tax Relief and Job Creation Act of 2012*, Pub. L. No. 112-96, as amended (codified in part at 47 U.S.C. §§ 1401-1473) established the First Responder Network Authority (hereinafter FirstNet Authority) as an independent authority within the National Telecommunications and Information Administration (“NTIA”).<sup>1</sup> The FirstNet Authority’s statutory mission is to establish a nationwide public safety broadband network (FirstNet).<sup>2</sup> FirstNet uses the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities.<sup>3</sup> FirstNet became operational in March 2018 and is based on a single, national network architecture that will

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<sup>1</sup> 47 U.S.C. § 1424(a).

<sup>2</sup> 47 U.S.C. § 1426(b).

<sup>3</sup> 47 U.S.C. §§ 1401(2), 1421(a).

evolve with technological advances and initially consist of a core network and radio access network (RAN).

FirstNet will provide public safety entities with mission critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding to support the following:

- **Planning for integration** of Information Technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet.
- **Handheld broadband devices** including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices.
- **Vehicle-mounted or otherwise field operated data devices** such as ruggedized laptops.
- **Network access devices** including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers.
- **Customer Owned and Managed (COAM) broadband deployable equipment**, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction.
- **Broadband device accessories** that enable efficient and safe public safety operations such as headsets, belt clips, ear pieces, remote Bluetooth sensors, ruggedized cases.
- **Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs)** to allow public safety users to update existing devices to operate on public safety prioritized services.
- **One-time purchase and subscription-based applications** for public safety use which could include, among a number of other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identify services, or cloud service tools.

As FirstNet is built out in all 56 states and territories and coverage and capacity for first responders expands, recipients are strongly encouraged to coordinate with the Statewide Interoperability Coordinator (SWIC) and FirstNet on (1) the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory; (2) to ensure the project does not conflict with network planning efforts; and (3) that the project complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. **Information Bulletin #386 is hereby rescinded as the technical requirements and nationwide network architecture has been developed, and FirstNet is operational.** Recipients, however, must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities. Recipients with questions on FirstNet should contact [info@firstnet.gov](mailto:info@firstnet.gov). Please refer to the [FY 2018 SAFECOM Guidance on Emergency Communications](#) for additional guidance.

**Pre-Award costs**

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

**Cost Principles**

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E.

**Direct Costs****Planning**

Planning-related costs are allowed under this program only as described in this NOFO.

**Organization**

Organization costs are allowed under this program only as described in this NOFO.

**Equipment**

Equipment costs are allowed under this program only as described in this NOFO.

**Training**

Training related costs are allowed under this program only as described in this NOFO.

**Exercises**

Exercise related costs are allowed under this program only as described in this NOFO.

**Travel**

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by FEMA.

**Construction and Renovation**

Construction and renovation costs are allowed under this program only as described in this NOFO.

**Operational Overtime**

Operational overtime costs are allowed under this program only as described in this NOFO.

**Maintenance and Sustainment**

Funding may be used to sustain programs that help achieve core capabilities that, while they may not be physically deployable, support national response capabilities, such as



Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Response Mission Area of the Goal, and fusion centers.

For additional details on the use of funds, please refer to Appendix B – FY 2018 EMPG Funding Guidelines.

#### **Management and Administration (M&A) Costs**

Management and Administration (M&A) activities are those directly related to managing and administering the award, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

M&A costs are allowable for both state and local-level EMAs. The state EMA may use up to five percent (5%) of the EMPG award for M&A purposes. In addition, local EMAs may retain and use up to five percent (5%) of the amount received from the state for local M&A purposes. If the SAA is not the state-level EMA, the SAA is not eligible to retain funds for M&A.

#### **Indirect (Facilities & Administrative [F&A]) Costs**

Indirect costs are allowable under this program, as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated, indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

### **E. Application Review Information**

#### **Application Evaluation Criteria**

Prior to making a Federal award, FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing Federal awards; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FY 2018 EMPG applications will be evaluated for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Work Plan. The results from the review process may require applicants to revise submissions before the release of EMPG funding. There is a cost share for EMPG. Failure to note the match on the SF-424 at time of application may delay processing of the application

Grant recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

## **Review and Selection Process**

### **Initial Review**

FEMA's Regional EMPG Managers conduct all pre-award reviews for EMPG grants. All EMPG Work Plans will require final approval by the appropriate FEMA regional office.

Funds for recipients who have not submitted their EMPG Work Plan as part of their application will not be released until such Work Plan is received, reviewed, and approved by FEMA. Recipients will be notified by their FEMA Regional Program Manager should any component of the EMPG application require additional information.

### **Overall Review**

FEMA regions are responsible for reviewing submitted applications. Each FEMA Regional EMPG Manager reviews the FY 2018 EMPG Work Plans for their states/territories to assess their proposed EMPG investments against recognized emergency preparedness needs, including support for maintenance and sustainment of core capabilities and progress made toward implementing the National Preparedness System.

For additional details on application review information, please refer to Appendix C – FY 2018 EMPG Work Plan.

### **Supplemental Financial Integrity Review**

If the anticipated Federal award amount will be greater than the simplified acquisition threshold, currently \$150,000:

- Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, DHS/FEMA is required to review and consider any information about the applicant in the Federal Awardee Performance and Integrity Information System (FAPIIS), which is also accessible through the SAM website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the FAPIIS information, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 CFR § 200.205.

## **F. Federal Award Administration Information**

### **Notice of Award**

Notification of award approval is made through the ND Grants System through an automatic email to the recipient's authorized official listed in the initial application. The "award date" for EMPG awards will be the date that FEMA approves the award. The recipient should follow the directions in the notification to confirm acceptance of the award.

Funds will remain on hold until the applicant accepts the award through ND Grants and all other conditions of award have been satisfied or the award is otherwise rescinded. Failure to accept the grant award within the 90-day timeframe may result in a loss of funds.

Recipients must accept their awards no later than 90 days from the award date. The recipient shall notify DHS/FEMA of its intent to accept and proceed with work under the award or provide a written notice of intent to decline. Instructions on accepting or declining an award in the ND Grants System are described in the ND Grants Grantee Training Manual, located here: <https://www.fema.gov/media-library/assets/documents/25949>.

### **Administrative and National Policy Requirements**

All successful applicants for all DHS grants and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Administrative Terms and Conditions will be those in effect at the time the award was made.

Before accepting the award, the AOR should carefully review the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal awards. The applicant must accept all conditions in this NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

### **Obligation or Transfer to State EMA and Pass-Through Funding**

Each state shall obligate 100 percent (100%) of its total EMPG allocation to the designated state-level EMA. If the SAA is also the EMA, this requirement is automatically met. If the SAA is a separate agency or has a separate budget process, then EMPG funds must be obligated to the EMA within 15 days of the grant award date.

In instances where the state EMA is making sub-awards to local jurisdictions, DHS/FEMA expects the state EMA to make these awards as expeditiously as possible.

### **Reporting**

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and fund drawdowns may be withheld if these reports are delinquent.

### **Federal Financial Reporting Requirements**

**Federal Financial Report (FFR)**

Recipients must report obligations and expenditures on a quarterly basis through the FFR (SF-425) to DHS/FEMA. Recipients must file the FFR quarterly, using the Payment and Reporting System (PARS). Throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. The final FFR is due 90 days after the end of the performance period. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

The FFR is available online at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html> - sortby=1, SF-425 OMB #4040-0014.

**Financial Reporting Periods and Due Dates**

The following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

**Financial and Compliance Audit Report**

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all Federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

**Program Performance Reporting Requirements****Performance Progress Reports (PPR)**

Recipients are responsible for providing updated performance reports to FEMA using a Microsoft Word (Word) document summary attached in ND Grants on a quarterly basis. As explained in the *Standardized Programmatic Reporting* section below, the Quarterly Performance Progress Reports must be based on the approved EMPG Work Plan and are due no later than 30 days after the end of the quarter (i.e., on January 30, April 30, July

30, and October 30). Recipients must complete the summary of activities and submit it as an attachment to the ND Grants system.

Recipients are required to report quarterly on progress toward completing activities and projects approved in their EMPG Work Plans, how expenditures support maintenance and sustainment of core capabilities, and progress made toward implementing the National Preparedness System. This includes reporting on the following information:

- List of completed training courses and exercises and the Training and Exercise Data Table (templates are available in [Appendix C – FY 2018 EMPG Work Plan](#)).
- Percent completion of the Training and Exercise Plan (TEP) outlined in the FY 2018 EMPG Work Plan (templates are available in [Appendix C – FY 2018 EMPG Work Plan](#)).

### **Programmatic Reporting Periods and Due Dates**

The following reporting periods and due dates apply for the PPR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

### **Standardized Programmatic Reporting for EMPG**

The EMPG Work Plan Template was modified to standardize data collection for improved analysis and reporting. The EMPG Work Plan includes five components: (1) Program and Budget Narrative, (2) Personnel Data Table, (3) Training Data Table, (4) Exercise Data Table, and (5) Grant Activities Outline. Baseline data on Personnel, Training, and Exercises, as well as the Grant Activities Outline, must be provided in the EMPG Work Plan at the time of application and will form the basis of the Quarterly Performance Progress Report Word document submissions. The Grant Activities Outline is structured to enable reporting of quarterly activities according to Emergency Management Function (EMF) projects, as well as standardized reporting of activity completion status.

The EMPG Work Plan must summarize program activities in the following areas:

- **Planning:** Planning efforts should span all five Goal mission areas. The EMPG Work Plan should provide a baseline for determining potential threats and hazards, required capabilities, and required resources. It should also establish a

framework for roles and responsibilities. Planning efforts should demonstrate whole community engagement to create a strategic, operational, and/or community-based approach to preparedness.

- **Organization:** EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including staffing the State Hazard Mitigation Officer (SHMO) position, as well as Community Emergency Response Team (CERT) and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management and across the mission areas.
- **Equipment:** Allowable EMPG equipment categories are listed on the web-based version of the Authorized Equipment List (AEL), which is available at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
- **Training:** EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, Multi-Year TEP developed through an annual Training and Exercise Plan Workshop (TEPW) and should reflect efforts to address training capabilities gaps identified through the THIRA/SPR processes.
- **Exercises:** Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

For more details on the EMPG Work Plan, please refer to Appendix C – FY 2018 EMPG Work Plan.

## **Additional Programmatic Reporting Requirements and Information**

### **Biannual Strategy Implementation Report (BSIR)**

In addition to the quarterly financial and biannual performance progress reports, recipients are responsible for completing and submitting BSIRs through the Grants Reporting Tool (GRT). The BSIR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30 (the summer BSIR report); and January 30 for the reporting period of July 1 through December 31 (winter BSIR report). All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided within the BSIR to show progress of implementation for every project, as well as how

expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR will be due January 30, 2018 (30 days after the end of the first reporting period for the award). Subsequent BSIR reports will require recipients to report on a project-by-project basis.

#### **2018/2019 Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process**

By December 31, 2018, FY 2018 recipients are required to submit a THIRA/SPR, using an updated methodology that assesses only the response, recovery, and cross-cutting capabilities. In FY 2019, reporting on all core capabilities will be required and the SPR will still be submitted annually. However the THIRA requirement will be reduced to every three years. Also beginning with the FY 2018 award cycle, the State Preparedness Report will be known as the Stakeholder Preparedness Review. The acronym SPR will continue to be used. States, territories, and Urban Areas will be required to submit a SPR annually. For additional guidance on THIRA, please refer to CPG 201, Third Edition, available at <http://www.fema.gov/threat-and-hazard-identification-and-risk-assessment>.

#### **2017 Threat and Hazard Identification and Risk Assessment (THIRA)**

Although the THIRA/SPR process is changing this year, as discussed later in this section, grant investment justifications for FY 2018 applications should be based on previously submitted 2017 THIRA results. The THIRA is a grant requirement for all States, territories, and Urban Areas. The THIRA is a risk-informed assessment of capability requirements that helps jurisdictions identify, understand, and plan for its worst most plausible threats and hazards.

#### **2017 Stakeholder Preparedness Review (SPR) [formerly State Preparedness Report]**

The SPR is a grant requirement for all States, territories, and urban areas. It is an annual capability assessment that helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA. Completing the SPR and tying the results to funding requests creates a stronger investment justification. Additional information on the THIRA/SPR process can be found at <https://www.fema.gov/national-preparedness-system>.

#### **Supplemental Information Reporting Systems**

In addition to ND Grants, the following information systems are used for the submission of required reports:

**Grant Reporting Tool (GRT):** EMPG recipients will submit their BSIR information in the GRT. EMPG recipients are responsible for filing a biannual BSIR report in the GRT and should register to create an account as soon as possible. Recipients should go to the following link and follow the links to create a new account:

<https://www.reporting.odp.dhs.gov/>. This report is used to track the progress toward the completion of projects.

**Unified Reporting Tool (URT):** The URT is DHS/FEMA's collection mechanism for THIRA, SPR, and related preparedness information. The FY 2018 URT includes questions related to NIMS adoption and implementation, CPG 101v2 compliance, and other preparedness questions, as appropriate. Information on the URT, including when recipients will receive the tool and how to use the tool, will be sent to recipients later in 2018.

### **Closeout Reporting Requirements**

DHS/FEMA will closeout the grant award when all applicable administrative actions and all required work of the EMPG award are completed by the recipient. This section summarizes the actions that the recipient must take to complete the closeout process in accordance with 2 C.F.R. § 200.343 at the end of the grant's original period of performance or amended period of performance as specified in an approved Grant Adjustment Notice (GAN).

Within 90 days of the end of the period of performance, or after expiration of a GAN, recipients must submit:

1. Final FFR (SF-425)
2. Final PPR including final Activity Outline Report from the Work Plan
3. Final request for payment, if applicable
4. A qualitative summary of the impact of accomplishments throughout the entire period of performance submitted to the respective Regional Program Manager
5. Other documents required by program guidance or terms and conditions of the award

If applicable, an inventory of all construction projects that used funds from this program will be reported using the Real Property Status Report (SF-429).

Additionally, the recipient must liquidate all obligations incurred under the EMPG award no later than 90 calendar days after the end date of the period of performance or expiration of a GAN that closes out the award, whichever comes first. If a recipient fails to liquidate their obligations within this time period, DHS/FEMA may disallow the costs associated with those unliquidated obligations. Recipients are also responsible for promptly returning the balance of any funds that have been drawn down, but remain unliquidated, to DHS/FEMA.

After final reports have been reviewed and approved by DHS/FEMA, a closeout notice will be completed. The notice will indicate the period of performance is closed, list any remaining funds the recipient has not drawn down that will be deobligated, address requirements for record retention, and explain disposition and reporting requirements for any equipment or real property purchased using EMPG funds.

In addition, any EMPG recipient that issues subgrants to any subrecipients is responsible for closing out those subgrants as described in 2 C.F.R. § 200.343. EMPG recipients must ensure that they complete the closeout of their subgrants in time to submit all necessary documentation and information to FEMA during the closeout of their own grant award.



**Disclosing Information per 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. At any time after accepting the award, if the recipient learns that any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

**G. DHS Awarding Agency Contact Information****Contact and Resource Information****Centralized Scheduling and Information Desk (CSID)**

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grants stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the Federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by email at [ASKCsid@fema.gov](mailto:ASKCsid@fema.gov), Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

**DHS/FEMA/GPD Grant Operations Division**

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via email to [ASK-GMD@fema.gov](mailto:ASK-GMD@fema.gov).

**FEMA Regional Offices**

FEMA Regional offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for the EMPG. The Regions also provide technical assistance to EMPG awardees. FEMA Regional Office contact information is available at: <https://www.fema.gov/fema-regional-contacts>

**GPD Environmental Planning and Historic Preservation (GPD EHP)**

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov). EHP Technical Assistance, including the EHP Screening Form, can be found at: <https://www.fema.gov/media-library/assets/documents/85376>.

**Systems Information****Grants.gov**

For technical assistance with [Grants.gov](https://www.grants.gov), please call the [Grants.gov](https://www.grants.gov), customer support hotline at (800) 518-4726.

#### **ND Grants System**

For technical assistance with the ND Grants System, please contact the ND Grants Helpdesk at [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

#### **Payment and Reporting System (PARS)**

DHS/FEMA uses the DHS/FEMA [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipients must complete a Standard Form 1199A, Direct Deposit Form.

### **H. Additional Information**

#### **Monitoring and Evaluation**

EMPG recipients will be monitored programmatically and financially biannually and as needed by DHS/FEMA staff to ensure that activities, project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

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

As part of its grant oversight responsibility, DHS/FEMA is conducting a series of grant effectiveness case studies jointly with grant recipients to highlight how states and urban areas have used Federal grants to improve preparedness. The purpose of the project is to better understand the factors that jurisdictions consider when determining which grant projects to fund, understand how jurisdictions measure grant effectiveness, and document key findings and success stories that will help both grant recipients and DHS/FEMA more effectively communicate the importance of Federal grant programs to policymakers and the public. Although not mandatory, recipients are encouraged to participate given the mutual benefits to be gained from this collaborative effort.

#### **Period of Performance Extensions**

Extensions to this program are allowed. Extensions to the initial period of performance identified in the award will only be considered through formal, written requests to the recipient's Regional EMPG Analyst, and must contain specific and compelling justifications as to why an extension is required. EMPG recipients are advised to coordinate with the Regional EMPG Analyst, as needed, when preparing an extension request. All extension requests must address the following:

1. Grant program, fiscal year, and award number
2. Reason for delay that must include details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the applicable deadline
3. Current status of the activity/activities
4. Approved period of performance termination date and new project completion date
5. Amount of funds drawn down to date
6. Remaining available funds, both Federal and non-Federal
7. Budget outlining how remaining Federal and non-Federal funds will be expended
8. Plan for completion, including milestones and timeframes for achieving each milestone, and the position/person responsible for implementing the plan for completion
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work, as described in the investment justification and approved by DHS/FEMA

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the grant recipient with vendors or subrecipients prevent completion of the project within the existing period of performance
- The project must undergo a complex environmental review that cannot be completed within existing period of performance
- Projects are long-term by design and therefore acceleration would compromise core programmatic goals
- Where other special circumstances exist

Recipients must submit all proposed extension requests to DHS/FEMA for review and approval no later than 120 days prior to the end of the period of performance. In accordance with GPD policy, extensions are typically granted for no more than a six- month time period.

### **Procurement Integrity**

Through audits conducted by DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with Federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Noncompliance with the Federal procurement rules may result in FEMA imposing specific conditions as described in 2 C.F.R. § 200.207 or other remedies for noncompliance under 2 C.F.R. § 200.338.

The below highlights the Federal procurement requirements for FEMA recipients when procuring goods and services with Federal grant funds. DHS will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§**

**200.317 – 200.326.** Select requirements under these standards are listed below. The recipient must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a Federal award, states must follow the same policies and procedures they use for procurements from their non-Federal funds; additionally, states must follow 2 C.F.R. § 200.322 regarding procurement of recovered materials, and 2 C.F.R. § 200.326 regarding required contract provisions.

**All other non-Federal entities, such as tribes,** must use their own documented procurement procedures which reflect applicable state, local, territorial and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

### **Competition and Conflicts of Interest**

Among the requirements of 2 C.F.R. § 200.319(a) applicable to all non-Federal entities other than States, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. **FEMA considers this an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when such former employees worked on such activities while they were employees of the non-Federal entity.**

Under this prohibition, unless the non-Federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.326, Federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of such specifications. This rule applies to all contracts funded with Federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
- Any arbitrary action in the procurement process.

Pursuant to 2 C.F.R. § 200.319(b), non-Federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, territorial or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Pursuant to 2 C.F.R. § 200.318(c)(1), non-Federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-Federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

### **Supply Schedules**

Generally, a non-Federal entity may seek to procure goods or services from a Federal supply schedule, state supply schedule, or group purchasing agreement. State and local

governments may procure goods and services from a General Services Administration (GSA) schedule. Information about GSA programs for state and local governments can be found at <https://www.gsa.gov/resources-for/programs-for-state-and-local-governments>. For local governments that purchase off a GSA schedule, this will satisfy the Federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, local governments will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.326, such as contract cost and price (§ 200.323) and solicitation of minority, women-owned, or small businesses (§ 200.321).

For non-Federal entities other than states, such as tribes, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements by to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the recipient and other similar types of entities.
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-Federal entity falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-Federal entities other than states under at 2 C.F.R. §§ 200.317 – 200.326.
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-Federal entity other than a state seeks to use such a state supply schedule, cooperative purchasing program, or other similar type of arrangement, it is recommended that recipients discuss their procurement plans with the FEMA Grant Programs Directorate.

### **Documentation**

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for Federally funded purchases:

- Specifications
- Solicitations

- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

### **National Preparedness**

DHS coordinates with local, state, territorial, and tribal governments as well as with other Federal agencies and private and nonprofit organizations to facilitate a whole community, risk driven, and capabilities-based approach to preparedness. This approach is grounded in the identification and assessment of risk through the THIRA. States and territories should review, and, if necessary, revise and update the THIRA on an annual basis, to ensure that the community's shared understanding of risk evolves to account for changes in the risk landscape, including successful mitigation efforts, emerging threats, hazards, and associated consequences. Information on the National Preparedness System can be found at <http://www.fema.gov/national-preparedness-system>. Additional details regarding the National Preparedness System and how it is supported by the EMPG can be found in Appendix A – FY 2018 EMPG Priorities.

### **Active Shooter Preparedness**

DHS aims to enhance national preparedness through a whole community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. To that end, DHS has developed a comprehensive "Active Shooter Preparedness" website, which includes a variety of informational resources. The website address is: <https://www.dhs.gov/active-shooter-preparedness>.

In addition, within the Homeland Security Information Network (HSIN), the Joint DHS and FBI Countering Violent Extremism (CVE) and Active Shooter Web Portal provides a restricted-access forum to share Unclassified For Official Use Only (FOUO), Sensitive but Unclassified (SBU), and Law Enforcement Sensitive (LES) Information. The portal provides users and training practitioners with accurate, appropriate, and relevant CVE and Active Shooter training development resources, subject matter expert information, and outreach initiatives. It also has forums to provide feedback, products useful to others, and allows participants to ask questions concerning CVE or the Active Shooter Program. Persons with a job-related duty, public service interest, or who support a CVE and/or Active Shooter program can request access into this Portal. Additional information can be found on the DHS website at: <https://www.dhs.gov/cveas-portal#>. To address training needs associated with active shooter incidents, FEMA's Emergency

Management Institute provides a free, web-based training course entitled *IS-907: Active Shooter: What You Can Do*, available at the following website:  
<https://training.fema.gov/is/courseoverview.aspx?code=IS-907>.

States, territories, and Urban Areas are encouraged to review the referenced active shooter guidance, evaluate their preparedness needs in conjunction with their THIRA/SPR processes, and consider how preparedness grant funds may be used to address capability gaps identified in this area.

### **Soft Targets and Crowded Places**

There are continued and growing threats facing Soft Targets and Crowded Places (ST-CP) throughout the nation. ST-CPs are those locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place. These locations are vulnerable to attack using simple tactics and readily accessible weapons such as small arms, edged weapons, and vehicles as a weapon, improvised explosive devices, and unmanned aerial systems. ST-CPs can include places such as town centers, shopping malls, open-air venues, outside hard targets/venues perimeters, and other places of meeting and gathering. DHS is committed to reducing the risk of attacks against ST-CPs and the impact of attacks if they do occur. However, the protection and security of ST-CPs is a shared responsibility among whole community partners including: the public, ST-CP owners and operators, security industry partners, the Federal Government, and State, local, tribal, and territorial (SLTT) government partners. States, territories, urban areas, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs of ST-CP, understanding the unique challenges related to protecting locations that are open to the public. States, territories, urban areas, and public and private sector partners are also encouraged to use resources to instill a culture of awareness, vigilance, and preparedness. For more information and additional resources please see the Department of Homeland Security's Hometown Security Program.

### **Conflicts of Interest in the Administration of Federal Awards or Subawards**

For conflicts of interest under grant-funded procurements and contracts, please refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.326.

To eliminate and reduce the impact of conflicts of interest in the sub-award process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making sub-awards. Recipients and pass-through entities also are required to follow any applicable state, local, territorial or tribal statutes or regulations governing conflicts of interest in the making of sub-awards.

The recipient or pass-through entity must disclose to DHS/FEMA, in writing, any real or potential conflict of interest as defined by the Federal, state, local, territorial or tribal statutes or regulations or their own existing policies that may arise during the administration of the Federal award. Recipients and pass-through entities must disclose any real or potential conflicts to their Regional EMPG Manager within five days of learning of the conflict of interest. Similarly,



subrecipients must disclose any real or potential conflict of interest to the pass-through entity as required by the recipient's conflict of interest policies, or any applicable state, local, territorial or tribal statutes or regulations.

Conflicts of interest may arise during the process of DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or DHS/FEMA employee.

## FY 2018 EMPG Allocations

Emergency Management Performance Grant (EMPG) awards are based on Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006*, as amended, (6 U.S.C. § 762). All 50 states, the District of Columbia, and Puerto Rico receive a base amount of 0.75 percent of the total available funding appropriated for the EMPG. Four territories (American Samoa, Guam, Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands) receive a base amount of 0.25 percent of the total available funding appropriated for the EMPG. The balance of the funds appropriated for the EMPG funds are distributed on a population-share basis. Pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Act* (Pub. L. No. 108-188), a set amount of funds (\$100,000 total) are also available from the Disaster Relief Fund for the Federated States of Micronesia and for the Republic of the Marshall Islands.

State/Territory	Allocation	State/Territory	Allocation
Alabama	\$5,732,434	New Hampshire	\$3,480,972
Alaska	\$3,096,586	New Jersey	\$8,365,698
Arizona	\$7,097,560	New Mexico	\$3,956,052
Arkansas	\$4,540,094	New York	\$15,278,109
California	\$27,827,857	North Carolina	\$9,173,848
Colorado	\$6,199,311	North Dakota	\$3,106,529
Connecticut	\$4,912,308	Ohio	\$10,056,845
Delaware	\$3,238,193	Oklahoma	\$5,130,751
District of Columbia	\$3,067,376	Oregon	\$5,265,835
Florida	\$16,001,622	Pennsylvania	\$10,787,960
Georgia	\$9,273,265	Rhode Island	\$3,300,473
Hawaii	\$3,534,992	South Carolina	\$5,827,812
Idaho	\$3,719,475	South Dakota	\$3,179,373
Illinois	\$10,785,720	Tennessee	\$6,906,141
Indiana	\$6,874,800	Texas	\$20,667,921
Iowa	\$4,630,251	Utah	\$4,602,281
Kansas	\$4,481,986	Vermont	\$3,022,554
Kentucky	\$5,464,347	Virginia	\$8,024,261
Louisiana	\$5,611,054	Washington	\$7,345,832
Maine	\$3,476,581	West Virginia	\$3,782,528
Maryland	\$6,482,994	Wisconsin	\$6,319,363
Massachusetts	\$6,997,830	Wyoming	\$2,994,288
Michigan	\$8,975,530	Puerto Rico	\$4,752,302
Minnesota	\$6,179,838	U.S. Virgin Islands	\$943,379

Mississippi	\$4,527,231	American Samoa	\$907,832
Missouri	\$6,522,105	Guam	\$981,683
Montana	\$3,294,643	Northern Mariana Islands	\$908,315
Nebraska	\$3,848,963	Republic of the Marshall Islands	\$50,000
Nevada	\$4,536,117	Federated States of Micronesia	\$50,000
<b>Total</b>			<b>\$350,100,000</b>

## **Appendix A – FY 2018 EMPG Program Priorities**

### **Alignment of EMPG to the National Preparedness System**

The FY 2018 EMPG contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. The EMPG's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal. DHS/FEMA requires recipients to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.

Emphasis is placed on capabilities that address the greatest risks to the security and resilience of the United States and the greatest risks along the Nation's borders. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the Emergency Management Assistance Compact (EMAC).

The FY 2018 EMPG supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are highly interdependent and require the use of existing preparedness networks and activities to improve training and exercise programs, innovation, and appropriate administrative, finance, and logistics systems.

### **Reporting on the Implementation of the National Preparedness System**

#### **Identifying Plausible, Worst Case, Threats and Hazards, and Estimating Capability Requirements**

Beginning in 2018 states, territories, and Urban Areas will be required to complete all steps of the revised THIRA/SPR methodology for Response, Recovery, and Cross-Cutting capabilities only by December 31, 2018. In their 2019 THIRA/SPR (submitted December 31, 2019) states, territories, and Urban Areas will complete the entire methodology for all 32 core capabilities. Also beginning in 2019, jurisdictions will only be required to submit a THIRA every three (3) years to establish a consistent baseline for assessment. Also beginning in 2018, the State Preparedness Report will now be known as the Stakeholder Preparedness Review. The acronym SPR will remain unchanged. While the THIRA will be only required every three years,

jurisdictions will continue to be required to submit an SPR annually. Details of the new process will be included in the soon to be released update of CPG-201 (3<sup>rd</sup> edition).

**Reporting:**

- In each EMPG recipient's BSIR, as part of programmatic monitoring, the recipient will be required to describe how expenditures support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. EMPG recipients will, on a project-by-project basis, check one of the following:
  - Building a capability with EMPG funding; or
  - Sustaining a capability with EMPG funding.

***Building and Sustaining Core Capabilities***

EMPG projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.

**Reporting:**

- Recipients will be required to: (1) describe how expenditures support maintenance and sustainment of Goal core capabilities, and (2) describe how expenditures support closing capability gaps or sustain capabilities identified in the THIRA/SPR process and report these within the quarterly performance progress reports.

***NIMS Implementation***

EMPG recipients are required to implement NIMS. EMPG funds may be used to meet the requirements described in the NIMS Implementation Objectives (<https://www.fema.gov/implementation-guidance-and-reporting>). NIMS defines a national, interoperable approach for sharing resources, coordinating and managing incidents, and communicating information. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection, and response, mitigation, and recovery. FY 2018 EMPG recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

**Reporting**

- Recipients report on NIMS implementation through the URT.

***Validating Capabilities***

Recipients should engage elected and appointed officials and other whole community stakeholders to identify long-term training and exercise priorities. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR, areas for improvement identified from real-world events and preparedness exercises, and national areas for improvement identified in the most recent National Preparedness Report.

In addition to training activities aligned to and addressed in the TEP, all EMPG funded personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/>. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>. Further information on Training can be found in Appendix B. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel [including full- and part-time state, local, tribal and territorial (SLTT) recipients and sub-recipients] shall complete the following training requirements and record proof of completion:

(1) \*NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), AND

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

\*Note: NIMS training courses IS-100, IS-200, IS-700, and IS-800 only have to be taken once to fulfill requirements.

Proof of completion of training requirements should be maintained by recipients so it can be produced when requested by DHS/FEMA during periodic reviews.

### **Exercise Requirements**

While there are no minimum exercise requirements for FY 2018, FEMA Regional Administrators and State Emergency Management Directors will negotiate an exercise program that addresses capability gaps in the priority areas of logistics, housing and catastrophic planning. These exercises will be included in the EMPG work plan submitted for Regional approval and the State's Training and Exercise Plan.

### **Reporting**

- Recipients are required to develop a Multi-Year TEP that identifies a combination of exercises and associated training requirements that address priorities identified in the TEPW and builds from training gaps identified in the THIRA/SPR process. The TEP shall be submitted to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and the appropriate Regional EMPG manager, 90 days after the completion of the TEPW. Recipients are encouraged to enter their exercise information in the Preparedness Toolkit at <https://preptoolkit.fema.gov/web/hseep-resources>. DHS/FEMA will release additional guidance on Preparedness Toolkit, including how enter exercise data, later in 2018.
- Recipients must provide a list of completed training courses and exercises and the Training and Exercise Data Table to be included in the Quarterly Performance Progress Report.
- Recipients must include the TEP percentage completion outlined in the FY 2018 EMPG Work Plan in the Quarterly Performance Progress Report.

- Recipients should submit their AAR/IP to the HSEEP inbox ([HSEEP@fema.dhs.gov](mailto:HSEEP@fema.dhs.gov)) and copy their assigned Regional EMPG manager. Submission of the AAR/IP shall be no later than 90 days after completion of the exercise. Recipients are encouraged to enter their AAR/IP in the Preparedness Toolkit at <https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning>. DHS/FEMA will release additional guidance on Preparedness Toolkit, including how develop and enter an AAR/IP, later in 2018. Recipients are reminded of the importance of implementing corrective actions iteratively throughout the exercise cycle. This link provides access to a sample AAR/IP template: <https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning>.

If a state, territory, or local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned FEMA Regional EMPG Manager through the Quarterly Performance Progress Report. Exemptions will be reviewed on a case-by-case basis by the Regional EMPG Manager.

### ***Reviewing and Updating Planning Products***

Based on the applicant's current THIRA/SPR, capability levels, resources, and plans should be reviewed on an annual basis to determine if they remain relevant or need to be updated. This review should be based on a current THIRA/SPR and utilize information gathered during the capability validation process. These reviews will provide a means to determine priorities, direct preparedness actions, and calibrate goals and objectives.

## **Additional Considerations**

### ***Strengthening Governance Integration***

DHS/FEMA preparedness grant programs are intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to prepare for incidents that pose the greatest risk to the Nation's security. Each program reflects the Department's intent to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

DHS/FEMA requires that all governance processes that guide the allocation of preparedness grant funds adhere to the following guiding principles:

- **Coordination of Investments:** Resources must be allocated to address the most critical capability needs as identified in the SPR and coordinated among affected preparedness stakeholders.
- **Transparency:** Stakeholders must be provided visibility on how preparedness grant funds are allocated and distributed, and for what purpose.

- **Substantive Local Involvement:** The tools and processes that are used to inform the critical priorities, which DHS/FEMA grants support, must include local government representatives. At the state and regional levels, local risk assessments must be included in the overarching analysis to ensure that all threats and hazards are accounted for.
- **Accountability:** DHS/FEMA recognizes that unique preparedness gaps exist at the local level. Grantees are responsible for ensuring the effective use of funds to address those gaps and for maintaining and sustaining existing capabilities.
- **Support of Regional Coordination:** Inter/intra-state partnerships and dependencies at the state and regional levels, including those within metropolitan areas, must be recognized.



## **Appendix B – FY 2018 EMPG Funding Guidelines**

### **Allowable Costs**

#### **Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

If the SAA is not the EMA, the SAA is not eligible to retain funds for M&A. M&A costs are allowable for both state and local-level EMAs. The state EMA may use up to five percent (5%) of the EMPG award for M&A purposes. In addition, local EMAs may retain and use up to five percent (5%) of the amount received from the state for local M&A purposes.

#### **Indirect Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to DHS/FEMA before indirect costs are charged to the award.

#### **Whole Community Preparedness**

EMPG funds may be used to foster whole community preparedness for disasters and emergencies as stated in FEMA Strategic Plan, particularly Part 1.3. Recipients, and DHS/FEMA must learn from and work with a broad and inclusive base of stakeholders to understand the circumstances and challenges different groups of people face, particularly those who may have the hardest time in the aftermath of a disaster, such as the aging population and those with access and functional needs. By engaging these stakeholders, EMPG recipients can help DHS/FEMA develop and promote a suite of well-targeted solutions for individuals and communities to adopt. Recipients should coordinate preparedness initiatives with DHS/FEMA and whole community partners to efficiently apply Federal funding to reach the goal of individual and community resilience.

#### **Planning**

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

**Emergency Operations Plan**

- Maintaining a current EOP that is aligned with guidelines set out in CPG 101 v2 <https://www.fema.gov/media-library/assets/documents/25975>
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

**Communications Plans**

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

**Administrative Plans**

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

**Whole Community Engagement/Planning**

- Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC
- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Integrating program design and delivery practices that ensure representation and services for under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations

**Resource Management Planning**

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

**Shelter and Evacuation Planning**

- Developing/enhancing sheltering and evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, and re-entry

**Recovery Planning**

- Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans
- Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships. Preparedness and

pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf> and <http://www.fema.gov/media-library-data/1423604728233-1d76a43cabf1209678054c0828bbe8b8/EffectiveCoordinationofRecoveryResourcesGuide020515vFNL.pdf>

### ***Continuity Planning***

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that organizations can perform essential functions. DHS/FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance Circulars (CGCs) for state, local, tribal, and territorial governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assists in developing capabilities for continuing the essential functions of federal and state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.

Presidential Policy 40, FCD 1, FCD 2, CGC 1, and CGC 2 outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit <http://www.fema.gov/guidance-directives> and <https://www.fema.gov/national-continuity-programs>.

Allowable continuity planning activities include the development of the following:

- Continuity of operations (COOP) and Continuity of Government (COG) planning products for the continuance of essential functions and associated leadership;
- Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
- Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

### **Organization**

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, Pub. L. No. 93-288, as amended, (42 U.S.C. §§ 5121-5207), EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigation staffing of the State Hazard Mitigation Officer (SHMO) position; staffing CERT and Citizen Corps positions at the state and local levels to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA Disaster Assistance grants; staffing permanent technical advisors on children's needs at the state, local, tribal and territorial levels and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities

outlined in the EMPG Work Plan. Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

### ***Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation***

The following costs related to F/ERO credentialing and validation are allowable under EMPG:

- Working group meetings and conferences relating to emergency responder credentialing and validation;
- Compiling data to enter into an emergency responder repository;
- Coordinating with other state, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment; and
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

### **Equipment**

Allowable equipment categories for EMPG are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles may be procured in order to carry out the responsibilities of the EMPG. If recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Regional EMPG

Manager for clarification.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

### **Requirements for Small Unmanned Aircraft System**

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

### **Funding for Critical Emergency Supplies**

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

### **Training**

EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW and build from training gaps identified in the THIRA/SPR process. Further guidance concerning the TEP and the TEPW can be found at <https://preptoolkit.fema.gov/web/hseep-resources/home>. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience, all of which is included in the curriculum of the EMI Basic Academy. The EMI Basic Academy provides a foundational education in emergency management as a way for emergency managers to begin or advance their career. The goal of the Basic Academy is to support the early careers of emergency managers through a training experience combining knowledge of all fundamental systems, concepts and practices of cutting-edge emergency management.

EMPG funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy. The NIMS Training Program can be found at <https://www.fema.gov/training-0>.

All EMPG funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel (including

full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients) shall complete the following training requirements and record proof of completion:

- (1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)<sup>4</sup> AND
- (2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

<b>Professional Development Series or Basic Academy</b>		
<b>PDS</b>		<b>Basic Academy</b>
Professional Development Series		Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises	<b>OR</b>	IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		E/L104 Exercise Design
		E/L105 Public Information & Warning

Recipients must maintain proof of completion of training requirements.

EMPG funds may be used for emergency management-related training activities to enhance the capabilities of state and local emergency management personnel. Training activities should align to a current, Multi-Year TEP developed through an annual Training and Exercise Planning Workshop (TEPW) and build from training gaps identified in the THIRA/SPR process. Further guidance concerning the TEP and the TEPW can be found at

<https://preptoolkit.fema.gov/web/hseep-resources/program-management>. Training should:

- Foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level;
- Strengthen best practices; and
- Provide a path toward building sustainable resilience.

The EMI Basic Academy provides this foundational Emergency Management education.

<sup>4</sup> NIMS training courses IS-100, IS-200, IS-700, and IS-800 only have to be taken once to fulfill requirements.

To ensure the professional development of the emergency management workforce, the recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.

### ***Additional Training Information***

Per DHS/FEMA GPD Policy [FP 207-008-064-1](#), *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, tribal entities, and urban areas are no longer required to request approval from DHS/FEMA for personnel to attend non-DHS/FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or urban area training point of contact (TPOC) and falls within the DHS/FEMA mission scope and the jurisdiction's EOP. The only exception to this policy is for Countering Violent Extremism courses. For additional information on review and approval requirements for training courses funded with preparedness grants, please refer to the following policy: <http://www.fema.gov/media-library/assets/documents/34856>.

DHS/FEMA will conduct periodic reviews of all state, territory, and urban area training funded by DHS/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, recipients will be asked to repay grant funds expended in support of those efforts.

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 Responder Training Development Center (RTDC) website at <https://www.firstrespondertraining.gov/rtdc/state>.

### ***NTED's National Preparedness Course Catalog***

This online searchable catalog features a compilation of courses managed by the three primary DHS/FEMA training organizations: the CDP, EMI, and NTED. The catalog features a wide range of course topics in multiple delivery modes DHS/FEMA for Federal, state, local, territorial, and tribal audiences. The catalog is located here: <http://www.firstrespondertraining.gov>.

### ***Training Information Reporting System ("Web Forms")***

Web Forms is an electronic data management system built to assist SAA TPOCs and Federal agencies to submit non-NTED training courses for inclusion in the State/Federal-Sponsored Course Catalog. The information collected is used in a two-step review process to ensure that the training programs adhere to EMPG intent and the course content is sound and current. While reporting training activities through Web Forms is not required under FY 2018 EMPG, the system remains available and can be accessed through the DHS/FEMA Toolkit located at <https://www.firstrespondertraining.gov/frm/> to support recipients in their own tracking of training deliveries.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending EMI training or delivering EMI train-the-trainer courses
- Attending other DHS/FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, territorial and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training:** Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-Year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses, states are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model for instruction design. <https://www.firstrespondertraining.gov>.
- **Overtime and Backfill:** Overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at DHS/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 DHS/FEMA, 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 (e.g., airfare, mileage, per diem, and 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:** Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or DHS/FEMA, whichever is applicable.
- **Certification/Recertification of Instructors:** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.



## Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises:** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or access and functional needs, should be included in the After Action Report (AAR)/Improvement Plan (IP) and addressed in the exercise cycle.
- **Hiring of Full- or Part-Time Staff or Contractors/Consultants:** Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or DHS/FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of exercises.
- **Overtime and Backfill:** The entire amount of overtime costs, including payments related to backfilling personnel, that 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 DHS/FEMA, 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 (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies:** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **HSEEP Implementation:** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items:** These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and nondurable goods purchased for installation and/or use beyond the scope of exercise conduct

### **Construction and Renovation**

Construction and renovation projects for a state, local, tribal, or territorial government's principal Emergency Operations Center (EOC), as defined by the SAA are allowable under the EMPG.

DHS/FEMA must provide written approval prior to the use of any EMPG funds for construction or renovation. Requests for EMPG funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 ([http://www.fema.gov/pdf/government/grant/2011/fy11\\_eoc\\_inv.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf))) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's (FCC's) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Recipients and subrecipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

EMPG recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:  
<https://www.dol.gov/whd/govcontracts/dbra.htm>.

### **Maintenance and Sustainment**

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

EMPG grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation. To assist recipients in meeting this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be:

- (1) In direct support of existing capabilities;
- (2) An otherwise allowable expenditure under the applicable grant program;
- (3) Tied to one of the core capabilities in the five mission areas contained within the Goal, and;
- (4) Shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

#### **Unallowable Costs**

Grant funds may not be used for:

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition
- Costs to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG

Recipients should consult with their EMPG Regional Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this NOFO.

## **Appendix C – FY 2018 EMPG Work Plan**

### **EMPG Work Plan Instructions**

All EMPG applicants are encouraged to use the templates to submit a required Work Plan that outlines the state's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG period of performance. The Work Plan consists of a Program and Budget Narrative, Personnel Data Table, Training Data Table, Exercise Data Table, and Grant Activities Outline. EMPG Regional Program Managers will work closely with states to monitor Work Plans during the performance period and may request further documentation from the recipients to clarify the projected work plan. In addition, EMPG Regional Program Managers must approve final Work Plans before states may draw down EMPG funds. Grant funds will be released upon approval of the state's final Work Plan.

### **Program and Budget Narrative**

Provide a brief description of the state emergency management priorities and initiatives that will be addressed with EMPG funds. In addition, the narrative should address the following:

- Overview of the state's risk profile resulting from the current THIRA
- Areas of need identified through assessment processes such as the SPR, Emergency Management Accreditation Program assessment process, National Emergency Communications Plan Goal Assessments, or other emergency management assessment processes
- Baseline inventory of where states are now, relative to goals and objectives identified in relevant strategic plans per CPG 101v2
- State emergency management priorities and planning focus for current budget year (including linkage to the core capabilities identified in the Goal)
- Detailed Budget Narrative justifying the requested funding for the identified Work Plan activities
- Detailed description of how projects and programmatic activities support the building or sustainment of the core capabilities as outlined in the Goal

### **Personnel Data Table**

To facilitate consistent data reporting and performance measures collection, a Personnel Data Table should be completed for state, local, tribal, and territory personnel supported with EMPG funds. This will assist in documenting the extent to which EMPG funding supports personnel at the state level. Submit this template with the EMPG Work Plan and a roster of EMPG-funded personnel. The roster of EMPG-funded personnel should be updated only if numbers change more than 10 percent during the award period of performance.

## Personnel Data Table Template

Personnel Metrics	Data
EMPG funds (Federal and match) allocated towards state emergency management personnel	
EMPG funds (Federal and match) allocated towards non-state emergency management personnel (local, tribal, territories)	
Total Number of state emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG)	
Number of state emergency management full-time equivalent (FTE) personnel supported (fully or partially) by EMPG	
Total Number of state, local, tribal and territory emergency management personnel supported (fully or partially) by the EMPG	

### Personnel Data Table Definitions

- Line 1 – All EMPG funds (Federal and match) allocated for state emergency management personnel
- Line 2 – All EMPG funds (Federal and match) allocated towards non-state emergency management personnel (local, tribal, territories)
- Line 3 – Total Number of state emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG)
- Line 4 – Number of state emergency management full-time equivalent (FTE) personnel supported by the EMPG
- Line 5 – Total Number of state and local emergency management personnel funded (fully or partially) by the EMPG. This number provides the "Universe" number for the training and exercise templates

### Training Data Table

To facilitate consistent data reporting and performance measures collection, a Training Data Table should be completed for training courses that meet the EMPG reporting requirements. This template should reflect training activities outlined in the Multi-Year TEP and completion of EMPG training requirements. EMPG funded personnel should complete the listed training requirements and record proof of completion.

### Training Data Table Template

Name of Training	EMPG Required Training? (Y/N)	Number of Personnel Trained	Total Number of SLTT EMPG Funded Personnel	Total Number of SLTT EMPG Funded Personnel that completed the Course	Training Identified in TEP (Y/N)

### Training Data Table Definitions

- Column 1 – Name of Training
- Column 2 – Is the course required of EMPG-funded personnel?
- Column 3 – Number of Personnel Trained
- Column 4 – Total number of state, local, tribal, and territorial EMPG-funded personnel (Universe)
- Column 5 – Total number of state, local, tribal, and territorial EMPG-funded personnel that completed the course
- Column 6 – Is the training identified in the Multi-Year TEP?

### Exercise Data Table

To facilitate consistent data reporting and performance measure collection, an Exercise Data Table should be completed for any exercises that meet EMPG requirements and/or exercises conducted in whole or part with EMPG funds.

## Exercise Data Table Template

<b>Name/ Description of Exercise</b>	<b>Date Exercise Scheduled/Completed</b>	<b>Type of Exercise</b>	<b>Program Priority Exercised</b>	<b>Exercise Fulfills Progressive Exercise Requirement (Y/N)</b>	<b>Total # of SLTT EMPG Funded Personnel</b>	<b>Number of SLTT EMPG Program Funded Personnel Participating in Exercise</b>

### Exercise Data Table Definitions:

- **Column 1** – Name/Description of Exercise
- **Column 2** – Date of exercise
- **Column 3** – Type of exercise (e.g., seminar, workshop, tabletop, games, drills, functional, and/or full-scale)
- **Column 4** – Program priority associated with the exercise
- **Column 5** – Is the exercise part of a progressive exercise series?
- **Column 6** – Total # of SLTT EMPG Funded Personnel
- **Column 7** – Total # of SLTT EMPG Funded Personnel Participating in Exercise
- **Column 8** – Does the exercise fulfill the EMPG requirement that EMPG Program funded personnel participate in no less than three exercises?
- **Column 9** – Is exercise identified in the multi-year TEP?

### Grant Activities Outline

To facilitate performance measures and focus on outcomes, an EMPG Grant Activities Outline should be completed for activities supported with FY 2018 EMPG funds (including construction and renovation projects). The data outlined in this template will be used to evaluate the timely completion of planned emergency management activities. Recipients are encouraged to complete a separate Grant Activities Outline for each Emergency Management Function (EMF). Quarterly training activities should be reported against EMF #13, “Training,” and quarterly exercise activities should be reported against EMF #14, “Exercises, Evaluations and Corrective Actions.” Recipients should complete a template as shown on the next page and address the following areas:

- **EMF Number:** Identify how the grant activities relate to the EMFs outlined in the 2016 version of the Emergency Management Accreditation Program (EMAP) Standard (e.g. Resource Management, Communications and Warning, etc.) The link to the EMAP 2016 Standard is at: <https://www.emap.org/index.php/what-is-emap/the-emergency-management-standard>.
- **Name of Planned Project:** Provide a descriptive name of each planned project. Examples include “Development of Emergency Function Annexes”, “Development of Earthquake Scenario Loss Estimations”, “Implementation of Statewide Interoperability Plan”, “NIMS Training for Emergency Management Personnel”, “Development of Emergency Preparedness Plan for Individuals with Disabilities”, etc.
- **Project Objective:** Briefly explain the major objective of the project, including how the project will address gaps identified through various assessments conducted.
- **Core Capability Addressed:** Briefly describe which of the 32 core capabilities (multiple can be selected) the project addresses.
- **Performance Measure and Basis of Evaluation:** Indicate the performance measure that will be used to evaluate this project.
- **Challenges/Risks:** Identify any challenges to implementing this project or any of its activities.



- **Quarterly Activity:** Break each project down into quarterly activities. For each quarter, briefly identify the activities that will accomplish the planned project. This information will provide the foundation for the second component of the Quarterly Performance Progress Report.
- **Step:** Provide the status of planned quarterly activities (Initiate, Plan, Execute, Control, and Closeout).
- **Comments:** Briefly describe the reason for the project status and provide other comments as needed. Include the number of training sessions funded and the number of personnel trained in this section.

### Grant Activities Outline - Template

Name of Planned Project:			
Project Objective:			
Core Capabilities Addressed:			
Performance Measure and Basis of Evaluation:			
Challenges/Risks:			
1 <sup>st</sup> Quarter Activity	Planned Activities:	Step:	Comments:
2 <sup>nd</sup> Quarter Activity	Planned Activities:	Step:	Comments:
3 <sup>rd</sup> Quarter Activity	Planned Activities:	Step:	Comments:
4 <sup>th</sup> Quarter Activity	Planned Activities:	Step:	Comments:
5 <sup>th</sup> Quarter Activity	Planned Activities:	Step:	Comments:
6 <sup>th</sup> Quarter Activity	Planned Activities:	Step:	Comments:
7 <sup>th</sup> Quarter Activity	Planned Activities:	Step:	Comments:
8 <sup>th</sup> Quarter Activity	Planned Activities:	Step:	Comments:

## Project Management Lifecycle

Steps	Description	Process
Initiate	The authorization to begin work or resume work on any particular activity.	Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
Plan	The purposes of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project.	Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.
Execute	The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
Control	A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.
Close Out	The completion of all work on a project. Can also refer to completion of a phase of the project.	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.



## FY18 Emergency Management Performance Grant Performance Report

The FY18 Emergency Management Performance Grant (EMPG) Performance Report must be updated quarterly with cumulative information.

### Part I: General Information

Provide the following required general information.

<b>Jurisdiction:</b>	
<b>Date of Report:</b> This date must be after the last day of the quarters for which you are reporting	Click here to enter a date.
<b>Reporting Period:</b>	Choose an item.
<b>Subaward Number:</b>	2018-0008

### Part II: Grant Activities

Provide the following required general information.

Activity	Tasks To Be Completed	Status	Activity Summary
The "Activity" identified must coincide with the Project Letter and Project Name identified in the subrecipient's Cal OES approved Financial Management Forms Workbook (FMFW).	List the specific task(s) to be completed that are associated with the corresponding FMFW Project Letter and Name.	Indicate if this project is: Not Started, On-Time, Complete, Delayed (explain), or Cancelled from the drop-down menu.	Provide a brief description of activity for each quarter.
<b>Project A:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>

<b>Project B:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project C:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project D:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project E:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project F:</b>		Choose an item.	<b>1st Quarter</b>

			<b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project G:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project H:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project I:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>  <b>3rd Quarter</b>  <b>4th Quarter</b>
<b>Project J:</b>		Choose an item.	<b>1st Quarter</b>  <b>2nd Quarter</b>

			3rd Quarter
			4th Quarter
<b>Project K:</b>		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
<b>Project L:</b>		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
<b>Project M:</b>		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
<b>Project N:</b>		Choose an item.	1st Quarter
			2nd Quarter



			3rd Quarter
			4th Quarter
Project O:		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
Project P:		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
Project Q:		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter
			4th Quarter
Project R:		Choose an item.	1st Quarter
			2nd Quarter
			3rd Quarter

			<b>4th Quarter</b>
<b>Project S:</b>		Choose an item.	<b>1st Quarter</b>
			<b>2nd Quarter</b>
			<b>3rd Quarter</b>
			<b>4th Quarter</b>
<b>Project T:</b>		Choose an item.	<b>1st Quarter</b>
			<b>2nd Quarter</b>
			<b>3rd Quarter</b>
			<b>4th Quarter</b>

### **Part III: Personnel Funding Data**

Report data on Emergency Management Personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab that are funded with EMPG funds.

<b>Metric</b>	<b>Total</b>
Identify the total amount of EMPG and matching funds allocated to personnel salaries and benefits.	
Identify the total number of emergency management personnel supported by EMPG funds (listed in the FMFW/Personnel Tab).	

**Part IV: Training Data**

Report data on training sessions identified on the Financial Management Forms Workbook's (FMFW) Training Tab that are funded with EMPG funds.

Name of Training	Number of Personnel Trained

**Part V: Exercise Data**

Report data on exercises identified on the Financial Management Forms Workbook's (FMFW) Exercise Tab that are funded with EMPG funds.

	Exercise #1	Exercise #2	Exercise #3	Exercise #4	Exercise #5
Name of Exercise					
Date of Exercise	Click here to enter a date.	Click here to enter a date.	Click here to enter a date.	Click here to enter a date.	Click here to enter a date.
Type of Exercise	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Check the box if the Exercise is included on the Training and Exercise Plan (TEP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date AAR/IP Completed	Click here to enter a date. N/A <input type="checkbox"/>	Click here to enter a date. N/A <input type="checkbox"/>	Click here to enter a date. N/A <input type="checkbox"/>	Click here to enter a date. N/A <input type="checkbox"/>	Click here to enter a date. N/A <input type="checkbox"/>

## Part VI: EMPG Program-Funded Personnel Training Record

Report data on EMPG-funded personnel identified on the Financial Management Forms Workbook's (FMMFW) Personnel Tab and their completion date of the required training.

[illegible]

## Part VII: EMPG Program-Funded Personnel Exercise Record

Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab and their completion of the required exercises (3 exercises within the period of performance).

[illegible]



**Part VIII: Multi-Year Training and Exercise Plan (TEP)**

Report on activities pertaining to the completion, submission, and updating of an FY18 EMPG Multi-Year Training and Exercise Plan.

MY-TEP	Yes
Check the box if the Operational Area Multi-Year TEP was submitted electronically to the appropriate Cal OES Exercise Division Point of Contact and EMPG Program Specialist?	<input type="checkbox"/>

Cal OES use only	
Reviewed by: _____	Date _____
Comments:	

**FY18 EMPG Performance Report Submission Instructions****Electronic Submission Instructions:**

Submit an electronic copy via email to your EMPG Program Specialist for review. They will provide feedback and direct the Subrecipient to re-submit the final electronic copy.

# Instruction Sheet for the FY18 Emergency Management Performance Grant Performance Report

## **Part I: General Information Table**

**Purpose:** The information being requested will identify the Cal OES subrecipient (i.e. County Operational Area/Tribal Nation), the date the report was completed, the period being reported on, and the grant number associated with the performance report.

**Instructions:** Provide the following required general information.

**Jurisdiction:** Enter the County Operational Area or Tribal Nation name.

**Date of Report:** Identify the date the report is completed. This date must be on or after the final day of the quarter being reported.

- Quarter 1 ends on September 30, 2018. The date should be October 1, 2018 or later
- Quarter 2 ends on December 31, 2018. The date should be January 1, 2019 or later
- Quarter 3 ends on March 31, 2019. The date should be April 1, 2019 or later
- Quarter 4 ends on June 30, 2019. The date should be July 1, 2019 or later

**Reporting Period:** Identify the beginning and ending dates of the reporting period in this cumulative performance report from the drop down menu or use the M/D/YY format.

- Quarter 1 would be July 1, 2018 - September 30, 2018
- Quarter 2 would be July 1, 2018 - December 31, 2018
- Quarter 3 would be July 1, 2018 - March 31, 2019
- Quarter 4 would be July 1, 2018 - June 30, 2019

If a Cal OES subrecipient's award period is extended beyond the fiscal year, select "5<sup>th</sup> Quarter or Additional Period" from the drop down list or use format above. If the new period of performance end date does not coincide with the above identified reporting period end dates, input the revised period of performance end date that was identified in the Notification of Amendment Approval letter. For example, if an extension was approved, by Cal OES, until August 31, 20XX then the reporting period identified on the performance report, for the extended period, would be identified as July 1, 20XX - August 31, 20XX.

The performance report must be updated quarterly with cumulative information.

## **Part II: Grant Activities Table**

**Purpose:** The data in this template will be used to evaluate the timely completion of planned emergency management activities.



**Instructions:** Report activities and projects funded with FY18 EMPG funds.

**Activity:** List each activity identified in the Financial Management Forms Workbook (FMFW) by project letter and name.

**Task(s) to be completed:** List the specific task(s) to be completed for each Activity listed.

**Status:** List the current status of the corresponding activity to be completed by choosing: Not Started, On-Time, Complete, Delayed or Cancelled from the drop-down menu.

### **Part III: Personnel Data Table**

**Purpose:** This data requested will assist in documenting the extent to which EMPG Program funding contributes to enhancing or sustaining emergency management support at the Operational Area level.

**Instructions:** Report data pertaining to emergency management personnel and FY18 EMPG Program funds.

List the total amount of EMPG Program funds (both federal EMPG dollars and local match dollars) allocated toward Operational Area emergency management personnel (County, City, Town, Tribal).

EMPG Program funds would include staff salaries from the following tabs and their names should be listed on the Personnel Tab:

- Planning
- Organization
- Training
- Exercise
- Management and Administration (M&A)

The Match funds for staff salaries should be listed on the Match Tab under the Solution Area and Solution Area Sub-Category.

### **Part IV: Training Data Table**

**Purpose:** The data requested will be used to assess grant-funded training.

**Instructions:** Report data on training sessions, identified on the Financial Management Forms Workbook's (FMFW) Training Tab funded with FY18 EMPG Program funds.

**Name of Training:** List the name of the EMPG-funded training course.

**Number of Personnel Trained:** List the total number of personnel (both EMPG and Non-EMPG-funded personnel) who were trained in the EMPG-funded training course.

**Training Identified in TEP:** Check the box if training was identified in the Multi-Year Training & Exercise Plan (TEP).

### **Part V: Exercise Data Table**

**Purpose:** The data requested will be used to assess grant-funded exercises.

**Instructions:** Report data on exercises, identified on the Financial Management Forms Workbook's (FMFW) Training Tab, that are conducted with FY18 EMPG funds.

**Exercise Name:** List the name of the exercise.

**Date(s) of Exercise:** List the date or dates (in month/day/year format) that the exercise was conducted.

**Type of Exercise:** Identify the type of exercise. Exercise types include the following: Seminar, Workshop, Tabletop, Game, Drill, Functional, and Full-Scale.

\*Subrecipients (as defined in 2 CFR §200.93) must retain exercise sign-in sheet(s) that support this data with their FY18 EMPG case file.

**Exercise Identified in TEP:** Check the box to identify the exercise was identified in the Multi-Year Training & Exercise Plan (TEP).

**Date AAR Completed:** If the Subrecipient (as defined in 2 CFR §200.93) or Tribe was the host of the identified exercise, input the date (in month/day/year format) when the After Action Report/Improvement Plan (AAR/IP) associated with the reported exercise was completed. Conversely, if the Subrecipient (as defined in 2 CFR §200.93) or Tribe was not the exercise host and was only a participant in the exercise then select "N/A" indicating the exercise was not hosted.

**Note:** 'AAR Completed' refers to the subrecipient (as defined in 2 CFR §200.93) or Tribe, as the exercise host:

1. AAR/IP was completed by the appropriate grant-funded entity
2. AAR/IP has been e-mailed to:
  - a. [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and
  - b. Cal OES Program Specialist.

### **Part VI: EMPG Program-Funded Personnel Training Record**

**Purpose:** The data requested will be used to identify the EMPG-funded personnel and the completion dates of FY18 EMPG grant-required training.

**Instructions:** Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab and their completion date of their FY18 EMPG-required training.

**EMPG-Funded Personnel Name:** Vertically list the first and last name of the EMPG-funded personnel.

**NIMS Training:** The NIMS Training Course completion dates in M/D/YY format under the corresponding course number should be entered for each name listed.

- IS 100
- IS 200
- IS 700
- IS 800

**FEMA Professional Development Series:** The Professional Development Series Training Course completion dates in M/D/YY format under the corresponding course number should be entered for each name listed.

- IS 120.a
- IS 230d
- IS 235.c
- IS 240.b
- IS 241.b
- IS 242.b
- IS-244.b

EMPG-funded personnel completing the "National Emergency Management Basic Academy" in lieu of the FEMA Professional Development Series will report their progress towards completing the required training with an attachment to the Performance Report. Reported data must include the employee's full name, name of the training, and the date the training was completed.

#### **Part VII: EMPG Program Funded Personnel & Exercise Record**

**Purpose:** The data requested will be used to identify the EMPG-funded personnel along with the completion of FY18 EMPG grant required exercises (3 exercises during the period of performance).

**Instructions:** Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab, and their completion of FY18 EMPG required exercises.

**EMPG-Funded Personnel - Name:** Vertically list the first and last name of the EMPG-funded personnel.

**Input Name of Exercise & Date of Exercise:** Upon completion of the required FY18 EMPG exercise, input the exercise name and date of exercise (in M/D/YY format) in the corresponding boxes, for each name listed.

Subrecipients (as defined in 2 CFR §200.93) must retain exercise sign-in sheet(s) that support this data with their FY18 EMPG case file.

#### **Part VIII: Multi-Year Training and Exercise Plan (TEP)**

**Purpose:** The data requested will be used to identify whether or not the FY18 EMPG requirements associated with the Multi-Year Training and Exercise Plan were met.

**Instructions:** Report on activities pertaining to the completion and submission of the FY18 EMPG Multi-Year Training and Exercise Plan.

**Check the box if the Operational Area Multi-Year TEP was submitted electronically to the appropriate Cal OES Exercise Division Point of Contact and EMPG Program Specialist?**

#### **FY18 EMPG Performance Report Submission and Mailing Instructions**

**Electronic Submission Instructions:** Submit an electronic copy via email to your EMPG Program Specialist for review. The EMPG Program Specialist will provide feedback and direct the Subrecipient to re-submit the final electronic copy.



LOS ANGELES COUNTY  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
**Emergency Management Performance Grant**  
**REIMBURSEMENT FORM**

EXHIBIT I

**SECTION A: SUBMITTING YOUR CLAIMS**

Please upload **legible** supporting documents, files and completed reimbursement forms (see instructions in workbook for details) at:

<https://auditor.mft.lacounty.gov>

If you prefer to mail your documents please send the scanned documents to the following address (uploading is recommended):

Department of Auditor-Controller  
Shared Services Division / Attn: Grants Unit  
3470 Wilshire Blvd., Suite 812  
Los Angeles, CA 90010

1. Enter Grant  
Year:

20\_\_

Period of claim

FROM

TO:

**SECTION B: SUB-RECIPIENT'S INFORMATION**

1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)

3. Taxpayer ID

4. Contact's Name:

2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):

4. Contact's phone:

4. Contact's e-mail:

**SECTION C: DETAIL CLAIM INFORMATION**

Project Alpha	Item #	Reimbursable Expenditure Categories	Reimbursable Amount	Match Expenditure Categories	Match Amount
		Salary and Benefits (Organization)		Match Salaries	
		Operating Expenses (Organization)		Match Operating Expenses	
		Equipment		Match Equipment	
		Training		Match Training	
		Planning		Match Planning	
		Exercise		Match Exercise	
		Other		Match Other	
		Total Reimbursable Expenditures (Federal Funds Expended)	\$0.00	Total Match Expenditures (Local Sub-recipient Match Expended)	\$0.00
TOTAL SUB-RECIPIENT EXPENDITURES				\$0.00	

**SECTION D: SUB-RECIPIENT'S CERTIFICATION**

**SECTION E: FOR SSD USE ONLY**

I certify that (please use the checkbox):

☐

1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐

2. All instructions for this form were followed and all the supporting documentation (per instructions) including the EMPG electronic spreadsheet are included with this claim.

3.

AUTHORIZED SIGNATURE

DATE

4.

AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE #:

E-MAIL:

STAMP WITH RECEIVED DATE HERE:

ASSIGNED CLAIM TRACKING NO.:

**NOTE: This Form is intended for Internal SSD review purpose only.**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
INSTRUCTIONS TO COMPLETE THE EMERGENCY MANAGEMENT PERFORMANCE GRANT  
REIMBURSEMENT FORM**

**Purpose of these Instructions:**

To assist sub-recipients in completing the Emergency Management Performance Grant Reimbursement form. For questions or suggestions please use our e-mail below to contact Shared Services. Please do not send these instructions to us; they are to be used for your guidance only.

**SECTION A: General Instructions for Submission of Claims**

Please help us expedite the process of your Emergency Management Performance Grant claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using the file transfer application at  
**URL:** <https://auditor.mft.lacounty.gov>.
- In numeral I of this section, please enter the year of the grant program and the period of claim that you are submitting for reimbursement.

**Please note the following:**

Each DMAC area has a user name and a password assigned. If you lost your password or have questions or problems with this application, please contact:

Auditor-Controller's Technical Services Section: [mft.admin@auditor.lacounty.gov](mailto:mft.admin@auditor.lacounty.gov)

If the Technical Services Section is not available, please contact Patricia Flores at (213) 251-5048, or [pflores@auditor.lacounty.gov](mailto:pflores@auditor.lacounty.gov).

- Sending your claims only once (we do not require original documents and duplicates). Sending duplicates will slow down our process.
- Ensuring that all documents attached to your claims are legible and belong to the performance period of the Grant.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.
- Provide a copy of the documents submitted to the grants program manager (Craig Hirakawa) at [chirakawa@ceo.lacounty.gov](mailto:chirakawa@ceo.lacounty.gov) on all claims submitted

**SECTION B: Sub Recipient's Information**

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for LA County departments.
3. Please enter the taxpayer ID# of the governmental entity requesting reimbursement.
4. Please enter the information of the person that can assist us with detail claim questions.

### **SECTION C: Detail Claim Information**

- Please indicate the project and item as indicated in the budget workbook that is related to your respective claim.
- For **Organization Expenditures**: according to the type of organization expenses please follow the instructions below for salaries and employee benefits or operating expenses.
- For **Salaries and Employee Benefits (S&EB)**: Provide actual charges, timecards, proof of payment (payroll register/pay stubs), actual benefits or development of benefit rates with claim. For reimbursable expenditures: name of employee needs to be in the budget of the EMPG grant and expenditure needs to indicate the name of the employee and the time period.
- For **Operating Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the description in the grant workbook. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  2. Copy of the purchase order
  3. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
  4. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  5. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  6. Federal Debarment Listing (if applicable): Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
  7. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process
    - Non-Competitive (Sole Source) State Approval: for non-bid purchases of \$150,000 or more to a single vendor, please attach the Non-Competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
- For **Equipment Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  2. Copy of the purchase order
  3. Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: [http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema\\_preparedness\\_grants\\_authorized\\_equipment\\_list.pdf](http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf)

4. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
  5. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  6. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  7. Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
  8. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process.
  9. Non-competitive (Sole Source) State Approval: for non-bid purchases of \$150,000 or more to a single vendor, please attach the Non-competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
  10. Additional Equipment Information: Shared Services needs this information in order to complete the workbook for the State. This is needed for all those items of your reimbursable budget that are included in the equipment category:
    - Serial # for your equipment or ID tag. If no ID tag is necessary, please write "Consumable". An item is "Consumable" only if its useful life is less than one year.
    - Please ensure that equipment is in your budget prior to the order or/and or purchase and indicate project letter and Item # (if applicable). We will need the equipment description if it is not clear in the invoice and the description and invoice have to match the budget description for the State's workbook.
    - AEL #, AEL title
    - Invoice #
    - Vendor Name
    - Vendor Debarment printout (prior to order, purchase and/or selection of the vendor)
    - Acquired date,
    - Condition and disposition
    - Deployed location (please provide the complete address)
    - Grant year
    - Indicate procurement method: bids or sole source purchase.
    - SAFECOM compliance.
  11. Equipment Inventory Listing (Print out and Excel File). Please include both the printout of the listing and the corresponding excel file with your claim.
- For **Training** related expenditures please provide:
    - a. Documentation of actual expenditures: Copy of the approved State-Sponsored Training Reporting Form (with the tracking request # and e-mail from CalOES): Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant
    - b. If you are including personnel costs with your training claim, please add the following:
      - i. Documents that certify completion of the training: please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are attendance sheets, sign-in sheets, agendas of the class, training certificates.
      - ii. Summary Listing of Charges: Please add a listing which clearly shows the breakdown of the training charges per employee and that match the total claimed. The listing



should include the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed) . Please provide the total # of attendees for classroom/field based training activities.

- iii. Backup for the Benefits Rate: If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
  - iv. Timecards: Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
  - v. Explanation of timekeeping codes: When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
  - vi. Payroll register: The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
  - vii. Roster of the backfilled positions: When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.
- For **Planning** related expenditures please provide:
    - a. Documentation of actual expenditures
    - b. Copies of actual planning documents developed with funds utilized
      - i. Deliverable (or final product): Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
      - ii. Signed Certificate of Completion: The certificate of completion can be an e-mail confirming that the planning activity was completed.
      - iii. Invoices: If you're planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (Operating Expenses).
      - iv. Supporting Documentation for Personnel Cost: When your planning claim includes personnel cost please see under Training Claim (supporting documents needed) and add to the documentation.
  - For **Exercise** related expenditures please provide:
    - a. Documentation of actual expenditures
    - b. Copy of Multi- Year TEP which clearly shows the exercise listed
      - i. Proof of State Approval of After Action Report (AAR): In order for your AAR to be approved you have to submit it to the State using ODP Portal (see link below), within 90 days after the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.
- <https://hseep.@fema.dhs.gov>
- For **Other** related expenditures please provide:
    - c. Documentation of actual expenditure and all other supporting documentation

#### **SECTION D: Sub-Recipient's Certification**

1. & 2. Please read and check the box provided if you are an authorized signatory.
3. & 4. & 5. Please sign the claim if you are an authorized signatory of your agency. When the authorized person is the same as the contact person in Section B, you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

**ADDITIONAL INSTRUCTION:** Please complete the EMPG electronic spreadsheet for each of your project/solution area expenditures you are claiming reimbursement.