# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

JUNE 6, 2023, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Rosario Diaz**
**Mayor Pro Tem Brian Tabatabai**
**Councilman Tony Wu**
**Councilwoman Letty Lopez-Viado**
**Councilman Ollie Cantos**

***Please turn off all cell phones and other electronic devices prior to entering the Council Chambers***

***AMERICANS WITH DISABILITIES ACT***
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

***AGENDA MATERIAL***
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

***NOTICE***
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

**PUBLIC COMMENTS**
**ADDRESSING THE CITY COUNCIL**
***(Per WCMC 2-48, Ordinance No. 2150)***

**Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.**

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

**Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.**

**Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.**

***RULES OF DECORUM***
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

# AGENDA

# CITY OF WEST COVINA
# CITY COUNCIL/SUCCESSOR AGENCY

## TUESDAY JUNE 6, 2023, 7:00 PM
## REGULAR MEETING

**INVOCATION**
Led by Pastor Mason Okubo from Immanuel First Lutheran Church

**PLEDGE OF ALLEGIANCE**
Led by Councilman Wu

**ROLL CALL**

**REPORTING OUT FROM CLOSED SESSION**

**PRESENTATIONS**

- Certificate of Appreciation Recognizing West Covina Police Department's Participation in Baker to Vegas 2023 Challenge Cup and Police Unity Tour

**ORAL COMMUNICATIONS - Five (5) minutes per speaker**
*Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.*

**CITY MANAGER'S REPORT**
*City Manager's report on current City projects.*

**CONSENT CALENDAR**
*All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.*

**APPROVAL OF MEETING MINUTES**

**1) CONSIDERATION OF APPROVAL OF THE MAY 16TH CITY COUNCIL/ SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING, THE MAY 16, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES, CONSIDERATION OF APPROVAL OF THE MAY 16, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING MINUTES.**

It is recommended that the City Council approve the May 16, 2023, Special Closed Session Meeting Minutes, the May 16, 2023 Closed Session Meeting Minutes, May 16, 2023, Regular Session Meeting Minutes, and the May 18th Special Closed Session Meeting Minutes.

**COMMISSION SUMMARY OF ACTIONS**

**2) MINUTES FOR COMMUNITY & SENIOR SERVICES COMMISSION REGULAR MEETING HELD ON MARCH 14, 2023 AND SPECIAL MEETINGS HELD ON APRIL 11, 2023 AND MAY 3, 2023**

It is recommended that the City Council receive and file the minutes of the regular meeting of the Community and Senior Services Commission held on March 14, 2023 and the special meetings of the Community and Senior Services Commission held on April 11, 2023 and May 3, 2023.

## FINANCE DEPARTMENT

**3) CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24**

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024**

## HUMAN RESOURCES/RISK MANAGEMENT

**4) CONSIDERATION OF JOB DESCRIPTION FOR CODE ENFORCEMENT DIRECTOR**

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS**

## POLICE DEPARTMENT

**5) CONSIDERATION OF ACCEPTANCE OF OFFICER WELLNESS AND MENTAL HEALTH GRANT**

It is recommended that the City Council accept the Officer Wellness and Mental Health grant, in the amount of $65,293.69, from the California Board of State and Community Corrections.

**6) CONSIDERATION OF 2021 AND 2022 STATE HOMELAND SECURITY PROGRAM GRANTS**

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF 2021 AND 2022 STATE HOMELAND SECURITY GRANTS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE ALL GRANT AGREEMENTS AND RELATED ASSURANCES**

**7) CONSIDERATION OF CONTINUED POLICE COMPUTER TECHNOLOGY SERVICES**

It is recommended that the City Council take the following actions:

1. Authorize the Acting City Manager to execute an agreement with SDI Presence LLC, in an annual amount up to $250,000, for a term of three years (with the option of two one-year extensions), for continued specialized computer technology services for the Police Department, using available federal equitable sharing funds (in Fund 117), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager to negotiate and execute future amendments exercising the extension options.

## END OF CONSENT CALENDAR

## DEPARTMENTAL REGULAR MATTERS

### COMMUNITY DEVELOPMENT

**8) FORMING A CHAMBER OF COMMERCE/BUSINESS ASSOCIATION**

Staff recommends City Council provide direction regarding revamping economic development efforts and establishing a “Chamber of Commerce” or “Business Association” (Chamber).

### FINANCE DEPARTMENT

**9) CONSIDERATION OF THE CITY OF WEST COVINA FISCAL YEAR 2023-24 ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

It is recommended that City Council approve the Fiscal Year 2023-24 Proposed Operating and Capital Improvement Program Budget by adopting the following resolution:

**RESOLUTION NO. 2023-51 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2023-24**

## MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)
*(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)*

## CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

*(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)*

## CITY COUNCIL COMMENTS

## ADJOURNMENT

Next Tentative City Council Meeting

| | | |
|---|---|---|
| Regular Meeting | June 20, 2023 | 7:00 PM |

## RULES OF DECORUM

*The following are excerpts from the West Covina Municipal Code:*

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the

permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.

d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

**Sec. 2-52. Persons authorized to be within council area.**
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

***The following are excerpts from the Penal Code***

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

**AGENDA ITEM NO. 1**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE MAY 16TH CITY COUNCIL/ SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING, THE MAY 16, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES, CONSIDERATION OF APPROVAL OF THE MAY 16, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING MINUTES.**

## RECOMMENDATION:

It is recommended that the City Council approve the May 16, 2023, Special Closed Session Meeting Minutes, the May 16, 2023 Closed Session Meeting Minutes, May 16, 2023, Regular Session Meeting Minutes, and the May 18th Special Closed Session Meeting Minutes.

## DISCUSSION:

That the City Council adopt the attached minutes.

**Prepared by:** Lisa Sherrick, Assistant City Clerk

**Attachments**

Attachment No.1 - 5-16-23 Draft Special Closed Session Minutes
Attachment No.2 - 5-16-23 Draft Closed Session Minutes
Attachment No.3 - 5-16-23 Draft Regular Session Minutes
Attachment No.4 - 5-18-23 Draft Special Closed Session Minutes

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness

ATTACHMENT NO. 1

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 16, 2023, 5:00 PM
SPECIAL MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Rosario Diaz**
**Mayor Pro Tem Brian Tabatabai**
**Councilman Tony Wu**
**Councilwoman Letty Lopez-Viado**
**Councilman Ollie Cantos**

# Minutes

**CALL TO ORDER**
A Special Meeting Closed Session was called to order by Mayor Rosario Diaz on Tuesday, May 16, 2023, at 5:05 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California

**ROLL CALL**
Council Members
Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

Council Members
Absent: None

City Staff: David Carmany City Manager, Thomas Duarte City Attorney, Roxanne Lerma

Assistant City Manager, Paulina Morales Assistant City Manager, Stephanie Sikkema Finance Director, Lisa Handy Interim Human Resources and Risk Management Director, Tom McConnell, Buchalter, Nemer, Fields & Younger

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**
None

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -Pursuant to Government Code § 54956.9(d)(1)

1. Larry Whithorn v. City of West Covina ( LA Superior Court, Case No. 20STCV08916)
2. Marc Taylor v. City of West Covina ( LA Superior Court, Case No. 20STCV23682)
3. Carrie Gallagher v. City of West Covina (LA Superior Court Case No. 21STCV07298)

**REPORTING OUT**
Nothing to report.

**ADJOURNMENT**
A motion to adjourn the Special Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 5:55 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday June 6, 2023, at 6:00 p.m. in the Management Resource Center, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Rosario Diaz
Mayor

ATTACHMENT NO. 2

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 16, 2023, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Rosario Diaz**
**Mayor Pro Tem Brian Tabatabai**
**Councilman Tony Wu**
**Councilwoman Letty Lopez-Viado**
**Councilman Ollie Cantos**

# Minutes

DRAFT

**CALL TO ORDER**
A Regular Closed Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, May 16, 2023, at 6:00 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California

**ROLL CALL**
Council Members
Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

Council Members
Absent: None

City Staff: Dave Carmany, City Manager, Thomas Duarte City Attorney, Lisa Handy, Interim Human Resources and Risk Management Director, Jamaar Boyd-Weatherby, City Attorney, Jeff Love and Jason Kravetz, JL Group, LLC.

Councilman Tony Wu and City Manager Dave Carmany recused themselves after the meeting started.

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**
None

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(2)

    1. Number of Cases: Two (2)

**REPORTING OUT**
City Attorney Tom Duarte stated that there was nothing to report.

**ADJOURNMENT**
A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 7:00 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday June 6, 2023, at 6:00 p.m. in the Management Resource Center, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Rosario Diaz
Mayor

DRAFT

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 16, 2023, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Rosario Diaz**
**Mayor Pro Tem Brian Tabatabai**
**Councilman Tony Wu**
**Councilwoman Letty Lopez-Viado**
**Councilman Ollie Cantos**

# MINUTES

DRAFT

**CALL TO ORDER**
A regular session meeting was called to order by Mayor Rosario Diaz on Tuesday, May 16th, 2023, at 7:05 p.m., in the City Council Chambers 1444 West Garvey Avenue South, West, Covina, California

**INVOCATION**
Led by Firefighter/Paramedic Joe Silguero

**PLEDGE OF ALLEGIANCE**
Led by Councilman Cantos

**ROLL CALL**
Present: Council Members Tony Wu, Ollie Cantos, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz.

Council Members
Absent: Councilwoman Letty Lopez-Viado

City Staff: David Carmany City Manager, Paulina Morales Assistant City Manager, Roxanne Lerma Assistant City Manager, Lisa Sherrick, Assistant City Clerk, Tom Duarte City Attorney; other City staff presented reports and responded to questions as indicated in the minutes.

**REPORTING OUT FROM CLOSED SESSION**
City Attorney Thomas Duarte reported that no reportable action was taken during the Closed Session Meeting.

**CLOSED SESSION**
1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1)

1. Larry Whithorn v. City of West Covina (LA Superior Court, Case No. 20STCV08916)
2. Marc Taylor v. City of West Covina (LA Superior Court, Case No. 20STCV23682)
3. Carrie Gallagher v. City of West Covina (LA Superior Court Case No. 21STCV07298)

**PRESENTATIONS**

- Certificate of Appreciation Recognizing Good Samaritans
- Certificate of Appreciation Recognizing Donations Provided to the West Covina Fire Department
- Proclamation Recognizing Gun Violence Awareness Day
- Proclamation Celebrating May as Asian American and Pacific Islander Heritage Month
- Proclamation Recognizing May 21 through May 27, 2023, as National Public Works Week

**ORAL COMMUNICATIONS - Five (5) minutes per speaker**
Angie Gillingham
Herman
John Shewmaker
R. Robinson
Mauren Hindz/Kathy Navarro
Elsie Messman
Matthew Smith
Rosie San Juan

DRAFT

David Schwartz
Erick Ortiz
Cindy Mitchell
Mr. G

**CITY MANAGER'S REPORT**
Presentation given by Mr. Carmany.

**CONSENT CALENDAR**
***ACTION: Motion by Councilman Cantos, Second by Councilman Wu 4-0 (Absent: Lopez-Viado) to:*** *Approve Consent Calendar Items 1 through 6.*
***ACTION: Motion by Councilman Wu, Second by Councilman Cantos 4-0 (Absent Lopez-Viado)to:*** *Approve Consent Calendar Item 7 (This item was pulled for discussion by Councilman Wu).*

**APPROVAL OF MEETING MINUTES**

1) **CONSIDERATION OF APPROVAL OF THE MAY 2, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 2, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

**Carried 4-0 to:** approve the May 2, 2023, Closed Session Meeting Minutes and the May 2, 2023, Regular Session Meeting Minutes.

**FINANCE DEPARTMENT**

2) **CONSIDERATION OF PROPOSITION A EXCHANGE WITH FOOTHILL TRANSIT**

**Carried 4-0 to:** take the following actions.

1. Exchange of $2,500,000 in Proposition A Local Return funds for $1,875,000 in general funds with Foothill Transit; and
2. Authorize the City Manager to execute the Assignment Agreement with Foothill Transit, in substantially the form as attached and in such final form as approved by the City Attorney.

3) **CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2022-23**

**Carried 4-0 to:** take the following actions.
1. Receive and file the Third Quarter Financial Report for Fiscal Year 2022-23; and
2. Adopt the following resolution:

DRAFT

**RESOLUTION NO. 2023-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (THIRD QUARTER FINANCIAL REPORT)**

4) **CONSIDERATION OF SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2022**

**Carried 4-0 to:** receive and file the Single Audit Report on Federal Award Programs for the year ended June 30, 2022.

5) **ANNUAL REVIEW OF FINANCIAL POLICIES**

**Carried 4-0 to:** Adopt the following resolution:

**RESOLUTION NO. 2023-25 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY**

6) **PROPOSED FISCAL YEAR 2023-24 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

**Carried 4-0 to:** to receive and file the update regarding the Proposed FY 2022-23 Operating and Capital Improvement Program Budget.

**PUBLIC SERVICES**

7) **CONSIDERATION OF AMENDMENTS TO AGREEMENTS WITH UBER TECHNOLOGIES, INC.**

**Carried 4-0 to:** take the following actions.

1. Approve the First Amendment to the Uber Central Agreement with Uber Technologies, Inc. (Uber).
2. Approve the First Amendment to the Uber Vouchers for Transit Agencies Agreement with Uber.
3. Authorize the City Manager to execute the amendments.
4. Authorize the City Manager to negotiate and execute future amendments extending the terms of the agreements, provided that the total cost of the program does not exceed $100,000.
5. Modify the program to lower the age to 55 and remove the age restriction for residents with disabilities (keeping with uber policies).

DRAFT

**END OF CONSENT CALENDAR**

**PUBLIC HEARINGS**

8) **FISCAL YEAR (FY) 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

**Public Comments in Favor**
None

**Public Comments Neither in Favor nor Opposed**
None

**Public Comments in Opposition**
None

---End of Public Comment---

***ACTION: Motion by Councilman Wu, Second Councilman Cantos 4-0 (Absent: Lopez-Viado) to:*** take the following actions:

1. Approve the proposed Fiscal Year (FY) 2023-2024 CDBG Action Plan; and
2. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by U.S. Department of Housing and Urban Development (HUD), and execute all subrecipient agreements for the use of funds approved in the 2023-2024 Annual Action Plan; and
3. Authorize the City Manager to negotiate and execute all necessary documents, in such final form as approved by the City Attorney, to carry out the City Council's direction.

**MAYOR/COUNCILMEMBERS REPORTS**
None

**CITY COUNCIL REQUESTS FOR REPORTS, STUDIES, OR INVESTIGATION**

DRAFT

9) **CONSIDERATION OF SUMMARY OF INVESTIGATION AS REQUESTED BY THE CITY OF WEST COVINA IN THE MATTER OF: LAND ACKNOWLEDGMENT INCIDENT AT CENTENNIAL EVENT**

***ACTION: Motion by Councilman Wu, Second Councilman Cantos 4-0 (Absent: Lopez-Viado) to:*** receive and file report regarding the land acknowledgment incident that occurred on February 18, 2023.

**CITY COUNCIL COMMENTS**

- Councilman Cantos stated there were still issues with the maintenance in certain areas along the freeway.
- Councilman Cantos asked for information regarding the Pavement Management Program and when residents would have the opportunity to view online when and if their area would be paved.

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 8:58 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, June 6, 2023, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Rosario Diaz
Mayor

DRAFT

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 18, 2023, 5:30 PM
SPECIAL MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Rosario Diaz**
**Mayor Pro Tem Brian Tabatabai**
**Councilman Tony Wu**
**Councilwoman Letty Lopez-Viado**
**Councilman Ollie Cantos**

# MINUTES

DRAFT

**CALL TO ORDER**
A Closed Session Special Meeting was called to order by Mayor Rosario Diaz on Thursday, May 18th, 2023, at 5:33 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California

**ROLL CALL**
Council Members:
Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

City Staff: Paulina Morales, Assistant City Manager, Thomas Duarte City Attorney, Lisa Handy Interim Human Resources and Risk Management Director, Carmelita Underwood Human Resources Analyst, City Attorney Jamaar Boyd-Weatherby

Paulina Morales and Carmelita Underwood were released early from the meeting.

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

John Shewmaker
Glen Kennedy

**CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, DISMISSAL/RELEASE, APPOINTMENT - Pursuant to Government Code § 54957(b)(1) - Title: City Manager

**REPORTING OUT**

City Attorney Tom Duarte reported the following:

- A motion was made by Mayor Diaz and second by Mayor Pro Tem Tabatabai on vote of 5-0 to accept the City Manager's resignation.
- A motion by Mayor Pro Tem and second by Councilman Cantos on a vote of 5-0 to approve a separation agreement.
- A motion by Mayor Diaz and second by Councilman Cantos was made to appoint Paulina Morales as Acting City Manager effective immediately.

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 6:20 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday June 6, 2023, at 6:00 p.m. in the Management Resource Center, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Rosario Diaz
Mayor

DRAFT

**AGENDA ITEM NO. 2**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: MINUTES FOR COMMUNITY & SENIOR SERVICES COMMISSION REGULAR MEETING HELD ON MARCH 14, 2023 AND SPECIAL MEETINGS HELD ON APRIL 11, 2023 AND MAY 3, 2023**

## RECOMMENDATION:

It is recommended that the City Council receive and file the minutes of the regular meeting of the Community and Senior Services Commission held on March 14, 2023 and the special meetings of the Community and Senior Services Commission held on April 11, 2023 and May 3, 2023.

**Prepared by:** Deborah Johnston, Administrative Assistant II

## Fiscal Impact

**FISCAL IMPACT:**

This is strictly an administrative item to receive and file; therefore, there is no associated fiscal impact.

## Attachments

Attachment No. 1 - March 14, 2023, Community & Senior Services Commission Special Meeting Minutes.

Attachment No. 2 - April 11, 2023, Special Community & Senior Services Commission Special Meeting Minutes.

Attachment No. 3 - May 03, 2023, Special Community & Senior Services Commission Special Meeting Minutes.

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, MARCH 14, 2023, 6:00 PM
**REGULAR MEETING**
WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W. GARVEY AVE. WEST COVINA, CALIFORNIA 91790

# MINUTES

**Chair Robert H. Torres**
**Vice-Chair Carole Mullner**
**Commissioner Hector Diaz**
**Commissioner Sherry Fischer**
**Commissioner Jennifer Gutierrez**
**Commissioner Gayle Mason**
**Commissioner Cecilia Munoz**
**Commissioner Betty Valles**
**Commissioner Alfred Williams**
**Commissioner Vacant**

***AMERICANS WITH DISABILITIES ACT***
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**PUBLIC COMMENTS**
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**CALL TO ORDER** By Torres at6:10p.m.

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER** By: Vice Chair Mullner

**ROLL CALL**

**Commissioners Present:** Chair Robert H. Torres, Vice-Chair Carole Mullner, Commissioner Sherry Fischer, Commissioner Gayle Mason, Commissioner Cecilia Munoz, Commissioner Valles, Commissioner Alfred Williams.

**ORAL COMMUNICATIONS - Three (3) minutes per speaker**
Please state your name and city of residence for the record when recognized by the Commission Chair.

None.

**CONSENT CALENDAR**

**APPROVAL OF MEETING MINUTES**

1) **JANUARY 10, 2023, COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES.**

It is recommended that the Commission approve the January 10, 2023, Community and Senior Services Commission Meeting Minutes.

Motion By: Fischer, 2nd by: Mason, motion carried by a vote of 6 to 1 abstain, with 2 absent.

AYES: Chair Torres, Vice-Chair Mullner, Commissioners Fischer, Mason, Munoz, & Williams.
NOES: None.
ABSENT: Commissioners Gutierrez & Diaz.
ABSTAIN: Commissioner Valles.

**NEW BUSINESS**

2) **LACADA PRESENTATION & COMMISSIONERS RECOMMENDATIONS TO COUNCIL FOR FUNDING.**

It is recommended that the Commission give direction to staff on how to proceed.

Motion By: Torres 2nd by: Munoz, to recommend to Council that they renew the contract term with L.A.CADA, motion carried by a vote of 7 to 0 with 2 absent.

AYES: Chair Torres, Vice-Chair Mullner, Commissioners Fischer, Mason, Munoz, Valles & Williams.
NOES: None.
ABSENT: Commissioners Gutierrez & Diaz.
ABSTAIN:

**3) COMMISSION SELECTION OF THE BAND FOR SUMMER CONCERTS ON JUNE 28, 2023.**

It is recommended that the Commission make a selection of a band for the summer concert series on Wednesday, June 28, 2023 and direct staff on how to proceed.

Motion By: Valles, 2nd by: Mason, to select one of the following bands for this concert in order listed below, based on availability for the summer concert on Wednesday, June 28, 2023:

First choice: City Beat.
Second choice if 1st choice not available: Cold Duck.
Third choice if 1st & 2nd is not available: Bumptown.

motion carried by a vote of 7 to 0 with 2 absent.

AYES: Chair Torres, Vice-Chair Mullner, Commissioners Fischer, Mason, Munoz, Valles & Williams.
NOES: None.
ABSENT: Commissioners Gutierrez & Diaz.
ABSTAIN:

**4) DISCUSSION REGARDING PARK USE POLICY.**

It is recommended that the Commission receive and file this report.

Motion By: Fischer, 2nd by: Valles, to schedule a special meeting on April 11, 2023, to discuss first revision to the Park Use Policy and review the Discover page template draft for Senior Highlighted Citizen Mr. Morris who is a 35-year resident, celebrating, along with the city, his 100th year, motion carried by a vote of 7 to 0 with 2 absent.

AYES: Chair Torres, Vice-Chair Mullner, Commissioners Fischer, Mason, Munoz, Valles & Williams.
NOES: None.
ABSENT: Commissioners Gutierrez & Diaz.
ABSTAIN:

**CONTINUED BUSINESS**

**5) CHAIR TORRES REQUEST FOR COMMISSIONERS HIGHLIGHT PAGE IN DISCOVER MAGAZINE.**

It is recommended that the Commission receive and file this report.

Motion By: Fischer, 2nd by: Valles, to schedule a special meeting on April 11, 2023, to discuss first revision to the Park Use Policy and review the Discover page template draft for Senior Highlighted Citizen Mr. Morris who is a 35-year resident, celebrating, along with the city, his 100th year, motion carried by a vote of 7 to 0 with 2 absent.

AYES: Chair Torres, Vice-Chair Mullner, Commissioners Fischer, Mason, Munoz, Valles & Williams.
NOES: None.
ABSENT: Commissioners Gutierrez & Diaz.
ABSTAIN:

## AD HOC COMMITTEE REPORTS:

Future meeting will be set up for the CDBG Committee to go over FY 2023-2024 applications and selection of funding.

## COMMISSIONERS REPORTS

Chair Robert H. Torres: Attended the cities 100th celebration festival all three days.

Vice Chair Carole Mullner: Attended the 100th celebrations at city and historical society.

Commissioner Sherry Fischer: Attended the National Little League opening day, cities 100th celebration events to include dinner, festival, and Historical Society events.

Commissioner Gayle Mason: Attended the cities 100th celebration events to include dinner, festival, and Historical Society events.

Commissioner Betty Valles: Attended the 100th dinner and festival.

Commissioner Cecilia Munoz: Attended the national Little League Opening day.

## ITEMS TO BE AGENDIZED AT FUTURE MEETINGS

Staff: Reorganization of Commission and selection of AdHoc sub-committees.

Chair Torres:

- Galster Park Trail
- CIP Committee items: Cameron Park parking lot lighting and field lighting at city park fields.
- Discussion about City Council goals that relate to the Commission and Community Services.
- Update on status of the skate park mural.
- Update on Dog Park project.
- Palmview Park Plaque update (carry over from prior meeting request).

## UPCOMING EVENTS

- **Friday, March 17, 2023, 11 a.m. - 2 p.m.** - St. Patrick's Day Event - Cortez Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **March 18th & 19th, 2023, 8 a.m. - 10 p.m.** - Adult Softball Tournament - West Covina Sportsplex at 2100 S Azusa Ave, West Covina, CA 91792.
- **Tuesday, March 21, 2023, 9 a.m. - 6:30 p.m.** - Student Government Day in partnership with West Covina Kiwanis - City Hall Council Chambers at 1444 W Garvey Ave, West Covina, CA 91790.
- **Friday, March 24, 2023, 11 a.m. - 2 p.m.** - Kick off to Spring Event - Cortez Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **Saturday, March 25, 2023, 7:30 - 11:30 a.m.** - Free Drive-up Compost Event. City Yard, 825 S Sunset Ave, West Covina, CA 91790
- **Thursday, March 30, 2023, 5 - 9 p.m.** - First day of Youth Spring Basketball Practices - Cameron Community Center at 1305 E Cameron Ave, West Covina, CA 91790.
- **Last Saturday of Every Month, beginning at 8:00 a.m.** – God's Pantry & One & All Church Food Bank Distribution – Registration required. Cameron Park at 1305 E Cameron Ave. Please register at: www.Gods-Pantry.org.

## UPCOMING EVENTS (CONT.)

- **Saturday April 1, 2023, 9 a.m. - 12 p.m.** - Easter Eggstravaganza in partnership with West Covina Kiwanis - Citywide event at Cortez Park at 2501 E Cortez Street, West Covina, CA 91791, and Del Norte Park at 1500 E Rowland Ave, West Covina, CA 91790.
- **Friday, April 14, 2023, 11 a.m. - 2 p.m.** - Easter Eggstravaganza - Cortez Park Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **April 15th & 16th, 2023, 8 a.m.-10 p.m. -** Youth Basketball Tournament - West Covina Sportsplex at 2100 S Azusa Ave, West Covina, CA 91792.
- **Saturday, April 22, 2023, 8 a.m. - 2 p.m.** - Corporate Softball Tournament - West Covina Sportsplex at 2100 S Azusa Ave, West Covina, CA 91792.
- **Saturday, April 22, 2023, from 9 a.m. - 1 p.m.** - Free E-Waste Collection Event - City maintenance yard at 825 S Sunset Ave, West Covina, CA 91790.
- **Saturday, April 29, 2023, 9 a.m. - 1 p.m.** - Free Paper Shredding Event - Cortez Park Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791 (up to four boxes).
- **April 29th & 30th, 2023, 8 a.m. - 10 p.m.** - Adult Softball Tournament - West Covina Sportsplex at 2100 S Azusa Ave, West Covina, CA 91792.
- **April 29th & 30th, 2023, 8 a.m. - 10 p.m.** - First Spring Youth Basketball Tournament - Cameron Community Center at 1305 E Cameron Ave, West Covina, CA 91790.
- **Friday, May 5, 2023, 11 a.m. - 2 p.m.** - Cinco de Mayo Fiesta - Cortez Park Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **May 5th - 7th, 2023, 8 a.m. - 10 p.m.** - Youth Baseball Tournament - West Covina Sportsplex at 2100 S Azusa Ave, West Covina, CA 91792.
- **Saturday, May 6, 2023, 9 -11 a.m.** - Free Landscape Workshop. Cortez Park Community & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **Wednesday, May 10, 2023, 11 a.m. - 2 p.m.** - Mother's Day - Cortez Park & Senior Center at 2501 E Cortez Street, West Covina, CA 91791.
- **Saturday, May 27, from 9 a.m. - 1 p.m.** - Free Used Motor Oil Collection and Filter Exchange - Advanced Auto at 1540 E. Amar Road, West Covina, CA 91792.
- **Last Saturday of Every Month, beginning at 8:00 a.m.** – God's Pantry & One & All Church Food Bank Distribution – Registration required. Cameron Park at 1305 E Cameron Ave. Please register at: www.Gods-Pantry.org.

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**City Meetings:**

- **City Council Meetings** are every 1st & 3rd Tuesday of every month at 7 p.m. City Hall Council Chambers.
- **City Planning Commission Meetings** are every 2nd & 4th Tuesday of every month at 7 p.m. at City Hall Council Chambers

**ADJOURNMENT** at: 8:54 p.m. By: Chair Torres.
All in favor.

**2023 Community and Senior Services Commission Meetings**

Tuesday, May 9, 2023, at 6 p.m.
Tuesday, July 11, 2023, at 6 p.m.
Tuesday, September 12, 2023, at 6 p.m.
Tuesday, November 14, 2023, at 6 p.m.

Signature _____ Date: __3/15/2023_____

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, APRIL 11, 2023, 6:00 PM
**SPECIAL MEETING**
WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W. GARVEY AVE. WEST COVINA, CALIFORNIA 91790

# MINUTES

**Chair Robert H. Torres**
**Vice-Chair Carole Mullner**
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## CALL TO ORDER AT 6:11 p.m. BY: Chair Torres

## PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER ROLL CALL BY: Commissioner Mason.

## ROLL CALL

**Commissioners Present:** Chair Robert H. Torres, Vice-Chair Carole Mullner, Commissioner Sherry Fischer, Commissioner Gayle Mason, Commissioner Hector Diaz, Commissioner Cecilia Munoz, Commissioner Alfred Williams.

**Commissioners Absent**: Commissioner Betty Valles, and Commissioner Jennifer Gutierrez.

**ORAL COMMUNICATIONS - Three (3) minutes per speaker**
Please state your name and city of residence for the record when recognized by the Commission Chair.

- ***Joan Thomas Heynen,*** Would like to know the process to donate a park bench in honor of her late husband at Cortez Park
- ***Terry Cozad***, asked for an update on Palmview Park Center Facility and it's usage.
- ***Colleen Rozatti,*** asked for an update on city property at 707 S Lark Ellen, future use, grant funds used to acquire property and future updates.
- ***JD,*** asked for an update on city property at 707 S Lark Ellen, status of cleanup of current property as it is an eye sore, future use, grant funds used to acquire property and future updates.

**CONSENT CALENDAR**

**NEW BUSINESS**

1) **SENIOR HIGHLIGHT PAGE FOR THE DISCOVER.**

It is recommended that the Commission discuss and give staff direction on this report.

Commission Discussed the format for the Senior Highlight Page and overall approved of the aesthetic of the page.

2) **FIRST DISCUSSION ABOUT UPDATING THE PARK USE POLICY.**

It is recommended that the Commission discuss and give staff direction on this report.

Commission discussed the direction staff wanted to go in, to create a parks usage guidelines and policies document.

**ADJOURNMENT at 8:24 p.m. By Chair Torres. All in favor.**

**2023 Community and Senior Services Commission Meetings**

Tuesday, May 9, 2023, at 6 p.m.
Tuesday, July 11, 2023, at 6 p.m.
Tuesday, September 12, 2023, at 6 p.m.
Tuesday, November 14, 2023, at 6 p.m.

CITY OF WEST COVINA
SPECIAL COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, MAY 3, 2023, 7:00 PM

# SPECIAL MEETING

WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W. GARVEY AVE. WEST COVINA, CALIFORNIA 91790

# MINUTES

**Chair Robert H. Torres**
**Vice-Chair Carole Mullner**
**Commissioner Hector Diaz**
**Commissioner Sherry Fischer**
**Commissioner Jennifer Gutierrez**
**Commissioner Gayle Mason**
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**CALL TO ORDER AT 7:02 P.M. BY: Chair Torres**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER BY: Chair Torres.**

**ROLL CALL**

**Commissioners Present:** Chair Robert H. Torres, Vice-Chair Carole Mullner, Commissioner Hector Diaz, Commissioner Sherry Fischer, Commissioner Jennifer Gutierrez, Commissioner Cecilia Munoz, Commissioner Betty Valles, Commissioner Alfred Williams.

**Commissioners Absent**: Commissioner Gayle Mason.

**ORAL COMMUNICATIONS - Three (3) minutes per speaker**
Please state your name and city of residence for the record when recognized by the Commission Chair.

None.

**CONSENT CALENDAR**

**SECOND DISCUSSION ABOUT UPDATING THE PARK USE POLICY.**
It is recommended that the Commission discuss and provide input.

No action taken.

**ADJOURNMENT at 8:58 p.m. By: Chair Torres. All in favor.**

**2023 Community and Senior Services Commission Meetings**
Tuesday, May 9, 2023, at 6 p.m.
Tuesday, July 11, 2023, at 6 p.m.
Tuesday, September 12, 2023, at 6 p.m.
Tuesday, November 14, 2023, at 6 p.m.

Signature _____ Date: *5/4/2023*

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24**

## RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024**

## BACKGROUND:

Article XIII B of the California Constitution imposes an appropriations limit on units of state and local governments. In response to a perception that government spending was increasing without any controls, in 1979, the voters passed Proposition 4, "The Gann Initiative," which is now included in the California Constitution as Article XIII B. This article limits the amount of appropriations (related to tax proceeds) that state or local governments can establish each year.

The appropriations of tax proceeds excludes revenues from the following sources:

- Special Benefit Assessments
- Licenses and Permits
- Franchise Fees
- Developer Fees
- Fines, Forfeitures and Penalties
- Other Governmental Restricted Revenues
- Gas Taxes
- User Fees

The following revenue sources are subject to the appropriations limit:

- Property Taxes
- Sales and Use Taxes
- Business License Taxes
- Transient Occupancy Taxes
- Other Taxes

Appropriations for debt-financed capital outlays (e.g., the Civic Center, Cameron Community Center, Golf

Course and Big League Dreams bonds) are not subject to the limit.

Pursuant to Article XIII B and its implementing legislation, the annual appropriations limit must be calculated by adjusting the prior year's appropriation limit for changes in the cost of living and population growth. Each year, the City must calculate the limit using the following formula:

**Fiscal Year 2022-2023 Appropriation Limit**
x Cumulative Growth Factor (1)
= Current Year Appropriation Limit

(1) Inflation change factor (change in California per capita income from the preceding year or change in the local assessment roll from the preceding year due to the addition of non-residential new construction) multiplied by population change factors (change in population for either the City or the County).

Factors are calculated using the following formula

$$\frac{\text{Percentage Change} + 100}{100} = \text{Factor}$$

**DISCUSSION:**

The City may choose one of the following factors to use for inflationary adjustment: (a) the growth in California per capita personal income from the preceding year, or (b) the growth in the non-residential assessed property valuation due to new construction within the City. For change in population, the City may choose to use either: (a) the change in population within the City, or (b) the change in population within the County. These two adjustment factors (one for inflation and one for population) are both annual elections for the City in determining its appropriations limit for the following Fiscal Year.

For the Fiscal Year (FY) 2023-24 calculation, the City is electing to use the change in population within the City as its population change factor, and the growth in California per capita personal income as its inflation factor, as detailed in Attachment No. 1. Such selections must be reflected in the recorded vote of the City Council per the requirements of Article XIII B and California Government Code section 7901. Therefore, the resolution (Attachment No. 2) reflects such selections.

Based on the formula outlined above, staff calculated the FY 2023-24 appropriations limit for the City of West Covina to be $246,886,703. The City's proceeds from taxes are projected at $61,358,100, which is less than the appropriations limit.

Documentation used in the establishment of the appropriations limit is available for public inspection in the Finance Department.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the resolution and approved it as to form.

**Prepared by:** Maria-Luisa Olea, Assistant Finance Director

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**Attachments**

Attachment No. 1 - Appropriations Limit Calculation Fiscal Year 2023-24

Attachment No. 2 - Resolution No. 2023-50

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability

# APPROPRIATIONS LIMIT CALCULATION

Article XIII B of the State Constitution, commonly referred to as the "Gann Limit", was adopted when California's voters approved Proposition 4 in November 1979. The limit has been modified by two subsequent initiatives--Proposition 98 in 1988 and Proposition 111 in 1990--but its basic framework remains in place today.

Article XIII B places an annual limit on the appropriation of tax proceeds that can be made by the state, school districts and local governments in California. These limits are based on the amount of appropriations in the 1978-79 "base" year, as adjusted each year for population growth and cost-of-living factors. State and local governments are precluded from retaining any "excess revenues" above the limit. Article XIII B also requires the state to reimburse local governments for the cost of certain state mandates. The limit is different for every agency and changes each year.

For Fiscal Year 2023-24, the estimated tax proceeds appropriated by the West Covina City Council are under the limit. The Appropriations Limit for Fiscal Year 2023-24 is $246,886,703. This amount is the maximum amount of tax proceeds the City is able to appropriate and spend in Fiscal Year 2023-24. The appropriations subject to the limit are $61,358,100 leaving the City with an appropriations capacity under the limit of $185,528,603.

## APPROPRIATIONS LIMIT CALCULATION - FISCAL YEAR 2023-24

| | | |
|---|---|---|
| **Part I - Calculation of Appropriations Limit** | | |
| Appropriations Limit - Fiscal Year 2022-23: | | $ 237,231,386 |
| Change in Per Capita Personal Income (4.44%) | 1.0444 [(a)] | |
| Change in City Population (-0.35%): | 0.9965 [(a)] | |
| Calculation of Growth Factor (1.0444 x 0.9965) | | 1.0407 |
| **Appropriations Limit - Fiscal Year 2023-24:** | | $ 246,886,703 |
| **Part II - Appropriations Subject to the Limit** | | |
| Proceeds from Taxes | | $ 61,358,100 |
| Less: Debt Service Payments | | - |
| **Total Appropriations Subject to the Limit** | | $ 61,358,100 |
| **Part III - Calculation of Appropriations Over/Under the Limit** | | |
| Appropriations Limit - Fiscal Year 2023-24: | | $ 246,886,703 |
| Less: Appropriations Subject to Limitation | | (61,358,100) |
| **Total Appropriations Under the Limit** | | $ 185,528,603 |

[(a)] Source: State of California, Department of Finance, Price and Population Information, May 2023

**ATTACHMENT 2**

**RESOLUTION NO. 2023-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024**

**WHEREAS,** pursuant to Article XIII B of the California Constitution and California Government Code section 7910, the City Council must, by resolution, establish its appropriations limit and make other necessary determinations for the upcoming fiscal year, which commences July 1, 2023 and ends June 30, 2024; and

**WHEREAS,** pursuant to Article XIII B, as amended, and California Government Code provisions implementing Article XIII B, the total annual appropriations limit must be calculated by adjusting the prior year's appropriations limit for changes in the cost of living and population growth; and

**WHEREAS,** pursuant to Section 8(e) of Article XIII B, to determine the change in the cost of living, the City may select, by a recorded vote of the City Council, either (a) the percentage change in California per capita personal income from the preceding year, or (b) the percentage change in the local assessment roll from the preceding year due to the addition of non-residential new construction in the City; and

**WHEREAS,** pursuant to Section 8(f) of Article XIII B and Section 7901(b) of the California Government Code, the City may, by a recorded vote of the City Council, choose to use the percentage change in population within the City or within the County of Los Angeles to determine the change in population; and

**WHEREAS,** Section 7910 of the California Government Code requires that the City make the documentation used in the determination of the appropriations limit publicly available at least fifteen (15) days prior to the meeting; and

**WHEREAS,** the City Council has elected to utilize the percentage change in California per capita income from the preceding year of 4.44% to calculate the change in cost of living, and the population percentage increase for the City of West Covina of -0.35% to calculate the change in population; and

**WHEREAS,** such documentation was made available for public inspection at least fifteen (15) days prior to June 6, 2023.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The appropriations limit for the City of West Covina for Fiscal Year 2023-2024 is established in the amount of $246,886,703.

**SECTION 2.** The City Council, by recorded vote of the City Council in adopting this Resolution, selects and determines that, for purposes of establishing the appropriations limit for Fiscal Year 2023-2024, “change in the cost of living” shall be the percentage change in California per capita income from the preceding year in accordance with Article XIII B, Section 8(e)(1)(A) of the California Constitution.

**SECTION 3.** The City Council, by recorded vote of the City Council in adopting this Resolution, selects and determines that, for purposes of establishing the appropriations limit for Fiscal Year 2023-2024, “change in population” shall be the population increase for the City of West Covina in accordance with Section 8(f) of Article XIII B of the California Constitution and Section 7901(b) of the California Government Code.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 6th day of June, 2023.

Rosario Diaz
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-50 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of June, 2023, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

**AGENDA ITEM NO. 4**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF JOB DESCRIPTION FOR CODE ENFORCEMENT DIRECTOR**

## RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS**

## BACKGROUND:

During the May 2, 2023 City Council Meeting, City Council approved a new job description for the Code Enforcement Director position (Exhibit A to Attachment No. 1). The original resolution presented included removal, repeal and replacement of the Code Enforcement Manager. City Council decided not to approve this change, so staff is bringing a modified resolution back to reflect Council's direction.

## DISCUSSION:

The proposed new description meets the current industry standards regarding minimum qualifications, duties, responsibilities, and expectations. Additionally, the Human Resources Commission reviewed and approved the job descriptions at its regular meeting on April 12, 2023.

## LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

**Prepared by:** Stephanie Sikkema, Finance Director

### Fiscal Impact

## FISCAL IMPACT:

A salary range has already been established for this position and there are not any proposed changes, therefore; there is no fiscal impact associated with this action.

### Attachments

Attachment No. 1 - Resolution No. 2023-48

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Enhance City Image and Effectiveness

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2023-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

**WHEREAS**, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

**WHEREAS,** on December 6, 2022, the City Council added the Code Enforcement Director classification through the adoption of Resolution No. 2022-124; and

**WHEREAS,** the Human Resources Department has prepared specifications for the Code Enforcement Director classification; and

**WHEREAS**, on April 12, 2023, the Human Resources Commission reviewed and approved the proposed specifications for the Code Enforcement Director classification, attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the City Council desires to approve the Code Enforcement Director class specifications.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the class specifications for the Code Enforcement Director classification attached hereto as Exhibit A.

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 6th day of June, 2023.

_____

Rosario Diaz
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-48 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of June, 2023, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

# EXHIBIT A

## PROPOSED CLASS SPECIFICATIONS – CODE ENFORCEMENT DIRECTOR

**PROPOSED**

**CITY OF WEST COVINA**
**CLASSIFICATION SPECIFICATION**

**Class Title:** CODE ENFORCEMENT DIRECTOR
**Bargaining Unit**: DEPARTMENT HEAD / EXECUTIVE MANAGEMENT
**Class Code**: CODE ENF. DIR.
**Salary Grade**: DHXXX
**Salary**: **FLSA**: $9,475 - $12,792
**Date Updated**:

## JOB SUMMARY

Under the direction of the Assistant City Manager/Community Development Director, the Code Enforcement Director is responsible for the development and administration of the city code enforcement programs designed to address quality of life issues throughout the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. The Director oversees and manages the code enforcement and parking enforcement for the city. The Director, directs, supervises incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials. The Director coordinates the development of enforcement and compliance programs and serves as a key member of the City's management team. The Director will also function as the liaison with the City Manager's office concerning enforcement issues. This position coordinates with other City departments, has significant contact with local and regional law enforcement agencies and monitors updates to State and Federal Law. The Director shall also serve as a liaison and lead contact for the City's Emergency Operation Plan.

## ESSENTIAL FUNCTIONS

1. Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain building, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
2. Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings, abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.
3. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
4. Recommends and administers policies and procedures.
5. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
6. Recommends, within departmental policy, appropriate service and staffing levels.
7. Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.

8. Assigns work activities, projects, and programs to implement Council's plans.
9. Reviews and evaluates work products, methods, and procedures.
10. Meets with staff to identify and resolve problems.
11. Participates in field activities and investigations.
12. Reviews reports prepared by Code Enforcement Officers.
13. May issue citations and prepare requests for criminal complaints as appropriate.
14. Prepares cases for prosecution, and materials for city council's and committees' hearings.
15. May testify in court regarding compliance action.
16. Reviews and analyzes statistical information from reports.
17. Track case information and review data entry for consistency.
18. Selects, trains, motivates, and evaluates assigned personnel.
19. Provides or coordinates staff training.
20. Works with employees to correct deficiencies.
21. Implements discipline and termination procedures.
22. Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.
23. Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.
24. Provides responsible staff assistance to the City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
25. Serves as the liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
26. Attends various meetings to work with and educate citizens.
27. Responds to and resolves difficult and sensitive inquiries and complaints.
28. Negotiates and resolves sensitive and controversial issues.
29. Serves as staff on a variety of boards, commissions, and committees.
30. Prepares and presents staff reports and other necessary correspondence.
31. Attends seminars, classes, professional group meetings, and reviews professional literature.
32. Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
33. Performs related duties as required.

## TYPICAL QUALIFICATIONS

### Knowledge, Skills, and Abilities:

*Knowledge of:*

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current

land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications

**Ability to:**

Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines:**

**Education:**

A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field in desirable.

**Experience:**

Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including ten years (full-time equivalent) of administrative and

supervisory responsibility.

**Physical Requirements:**

- Public contact
- Communication with diverse community
- Ability to handle pressure and fluctuating workload
- Use of dexterity to type, write and perform related duties
  Handle light weights, and move around as needed
  Stand, sit and walk for extended periods of time
- Read, interpret and apply rules, regulations, polices and procedures

**Other / Special Requirements**

**Licenses/Certificates:**

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

**Supplemental Information**
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF ACCEPTANCE OF OFFICER WELLNESS AND MENTAL HEALTH GRANT**

## RECOMMENDATION:

It is recommended that the City Council accept the Officer Wellness and Mental Health grant, in the amount of $65,293.69, from the California Board of State and Community Corrections.

## BACKGROUND:

The State of California, as part of the Budget Act of 2022 and in accordance with Assembly Bill 178, has created a new grant program for the wellness of sworn Police Officers. This grant, the Officer Wellness and Mental Health grant, is administered by the California Board of State and Community Corrections (BSCC).

## DISCUSSION:

In December 2022, BSCC distributed a grant letter showing that West Covina's grant totals $65,293.69 (Attachment No. 1). The City received a check for this amount in early 2023.

This grant funding may be used for any of the following purposes to support peace officers as defined by Penal Code section 830.1:

- Expanding or establishing officer wellness units;
- Expanding or establishing officer peer support units;
- Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement;
- Expanding multiagency mutual aid programs focused on officer wellness and mental health;
- Other programs or services that are evidence-based or have a successful track record of enhancing officer wellness.

This grant cannot be used for non-sworn/civilian personnel, and cannot be used for other purposes or to supplant existing law enforcement funding. The grant period concludes on December 1, 2025, and all grant funds must be expended by such date. Police Department staff are planning to begin spending these grant funds in July 2023. Funding has been included in the proposed FY 2023-2024 budget.

Pursuant to the grant requirements, the Police Department is required to submit annual reports to the

BSCC regarding its use of the grant funds and a final impact and expenditure report at the conclusion of the grant period.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this staff report.

**Prepared by:** Alex B. Houston, Police Administrative Services Manager

**Additional Approval:** Richard Bell, Chief of Police

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**Fiscal Impact**

**FISCAL IMPACT:**

The City recently received a check from the State of California for the full grant amount ($65,293.69) and deposited the grant funds in the Officer Wellness & Mental Health Fund (No. 234). The expenditure of these funds have been included in the FY 2023-2024 Proposed Budget in Fund 234. There is no impact to the City's General Fund.

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**Attachments**

Attachment No. 1 - Grant Letter from BSCC

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

BSCC CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS

**DATE:** December 21, 2022

**TO:** Police Chiefs and Sheriffs

**FROM:** Linda Penner, Chair

**SUBJECT:** **OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,

LINDA PENNER
Chair
Board of State & Community Corrections

# Officer Wellness and Mental Health Grant Program

## Funding Distribution Schedule

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| ALAMEDA COUNTY | ALAMEDA CO SD/CORONER | $ 709,103.49 |
| ALAMEDA COUNTY | ALAMEDA PD | $ 47,741.62 |
| ALAMEDA COUNTY | ALBANY PD | $ 20,000.00 |
| ALAMEDA COUNTY | BAY AREA RAPID TRANSIT PD | $ 145,331.11 |
| ALAMEDA COUNTY | BERKELEY PD | $ 106,014.48 |
| ALAMEDA COUNTY | EAST BAY REG PARK DPS | $ 37,912.46 |
| ALAMEDA COUNTY | EMERYVILLE PD | $ 28,000.00 |
| ALAMEDA COUNTY | FREMONT PD | $ 117,949.89 |
| ALAMEDA COUNTY | HAYWARD PD | $ 113,737.39 |
| ALAMEDA COUNTY | LIVERMORE PD | $ 63,187.44 |
| ALAMEDA COUNTY | NEWARK PD | $ 34,402.05 |
| ALAMEDA COUNTY | OAKLAND PD | $ 483,032.87 |
| ALAMEDA COUNTY | PIEDMONT PD | $ 15,000.00 |
| ALAMEDA COUNTY | PLEASANTON PD | $ 54,762.45 |
| ALAMEDA COUNTY | SAN LEANDRO PD | $ 49,847.87 |
| ALAMEDA COUNTY | UNION CITY PD | $ 47,039.54 |
| ALPINE COUNTY | ALPINE CO SO | $ 15,000.00 |
| AMADOR COUNTY | AMADOR CO SO/CORONER | $ 32,997.89 |
| AMADOR COUNTY | IONE PD | $ 15,000.00 |
| AMADOR COUNTY | JACKSON PD | $ 15,000.00 |
| AMADOR COUNTY | SUTTER CREEK PD | $ 15,000.00 |
| BUTTE COUNTY | BUTTE CO SO/CORONER | $ 122,162.38 |
| BUTTE COUNTY | CHICO PD | $ 65,293.69 |
| BUTTE COUNTY | GRIDLEY PD | $ 15,000.00 |
| BUTTE COUNTY | OROVILLE PD | $ 15,000.00 |
| BUTTE COUNTY | PARADISE PD | $ 15,000.00 |
| CALAVERAS COUNTY | ANGELS CAMP PD | $ 15,000.00 |
| CALAVERAS COUNTY | CALAVERAS CO SD | $ 40,018.71 |
| COLUSA COUNTY | COLUSA COUNTY SD | $ 25,000.00 |
| COLUSA COUNTY | COLUSA PD | $ 15,000.00 |
| COLUSA COUNTY | WILLIAMS PD | $ 15,000.00 |
| CONTRA COSTA COUNTY | ANTIOCH PD | $ 77,229.09 |
| CONTRA COSTA COUNTY | BRENTWOOD PD | $ 46,337.46 |
| CONTRA COSTA COUNTY | CLAYTON PD | $ 15,000.00 |
| CONTRA COSTA COUNTY | CONCORD PD | $ 93,376.99 |
| CONTRA COSTA COUNTY | CONTRA COSTA CO SO/CORONER | $ 435,993.33 |
| CONTRA COSTA COUNTY | EL CERRITO PD | $ 25,000.00 |
| CONTRA COSTA COUNTY | HERCULES PD | $ 20,000.00 |
| CONTRA COSTA COUNTY | KENSINGTON PD | $ 15,000.00 |
| CONTRA COSTA COUNTY | MARTINEZ PD | $ 28,000.00 |
| CONTRA COSTA COUNTY | MORAGA PD | $ 15,000.00 |
| CONTRA COSTA COUNTY | OAKLEY PD | $ 28,000.00 |
| CONTRA COSTA COUNTY | PINOLE PD | $ 20,000.00 |
| CONTRA COSTA COUNTY | PITTSBURG PD | $ 62,485.36 |
| CONTRA COSTA COUNTY | PLEASANT HILL PD | $ 30,891.64 |
| CONTRA COSTA COUNTY | RICHMOND PD | $ 83,547.84 |
| CONTRA COSTA COUNTY | SAN PABLO PD | $ 37,912.46 |
| CONTRA COSTA COUNTY | SAN RAMON PD | $ 46,337.46 |
| CONTRA COSTA COUNTY | WALNUT CREEK PD | $ 51,252.03 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| DEL NORTE COUNTY | CRESCENT CITY PD | $ 15,000.00 |
| DEL NORTE COUNTY | DEL NORTE COUNTY SO | $ 15,000.00 |
| EL DORADO COUNTY | EL DORADO CO SO | $ 117,247.80 |
| EL DORADO COUNTY | PLACERVILLE PD | $ 15,000.00 |
| EL DORADO COUNTY | SOUTH LAKE TAHOE PD | $ 28,000.00 |
| FRESNO COUNTY | CLOVIS PD | $ 73,718.68 |
| FRESNO COUNTY | COALINGA PD | $ 15,000.00 |
| FRESNO COUNTY | FIREBAUGH PD | $ 15,000.00 |
| FRESNO COUNTY | FOWLER PD | $ 15,000.00 |
| FRESNO COUNTY | FRESNO CO SO | $ 288,555.97 |
| FRESNO COUNTY | FRESNO PD | $ 557,453.63 |
| FRESNO COUNTY | HURON PD | $ 15,000.00 |
| FRESNO COUNTY | KERMAN PD | $ 25,000.00 |
| FRESNO COUNTY | KINGSBURG PD | $ 20,000.00 |
| FRESNO COUNTY | MENDOTA PD | $ 15,000.00 |
| FRESNO COUNTY | ORANGE COVE PD | $ 15,000.00 |
| FRESNO COUNTY | PARLIER PD | $ 15,000.00 |
| FRESNO COUNTY | REEDLEY PD | $ 25,000.00 |
| FRESNO COUNTY | SANGER PD | $ 28,000.00 |
| FRESNO COUNTY | SELMA PD | $ 28,000.00 |
| GLENN COUNTY | GLENN CO SO/CORONER | $ 30,891.64 |
| GLENN COUNTY | ORLAND PD | $ 15,000.00 |
| HUMBOLDT COUNTY | ARCATA PD | $ 20,000.00 |
| HUMBOLDT COUNTY | EUREKA PD | $ 28,000.00 |
| HUMBOLDT COUNTY | FERNDALE PD | $ 15,000.00 |
| HUMBOLDT COUNTY | FORTUNA PD | $ 15,000.00 |
| HUMBOLDT COUNTY | HUMBOLDT CO SO | $ 128,481.13 |
| HUMBOLDT COUNTY | RIO DELL PD | $ 15,000.00 |
| IMPERIAL COUNTY | BRAWLEY PD | $ 20,000.00 |
| IMPERIAL COUNTY | CALEXICO PD | $ 20,000.00 |
| IMPERIAL COUNTY | CALIPATRIA PD | $ 15,000.00 |
| IMPERIAL COUNTY | EL CENTRO PD | $ 28,083.31 |
| IMPERIAL COUNTY | IMPERIAL CO SO | $ 63,187.44 |
| IMPERIAL COUNTY | IMPERIAL PD | $ 15,000.00 |
| IMPERIAL COUNTY | WESTMORLAND PD | $ 15,000.00 |
| INYO COUNTY | BISHOP PD | $ 15,000.00 |
| INYO COUNTY | INYO COUNTY SO | $ 28,000.00 |
| KERN COUNTY | ARVIN PD | $ 15,000.00 |
| KERN COUNTY | BAKERSFIELD PD | $ 305,405.96 |
| KERN COUNTY | BEAR VALLEY PD | $ 15,000.00 |
| KERN COUNTY | CALIFORNIA CITY PD | $ 15,000.00 |
| KERN COUNTY | DELANO PD | $ 33,699.97 |
| KERN COUNTY | KERN COUNTY SO | $ 501,989.10 |
| KERN COUNTY | MCFARLAND PD | $ 15,000.00 |
| KERN COUNTY | RIDGECREST PD | $ 25,000.00 |
| KERN COUNTY | SHAFTER PD | $ 25,000.00 |
| KERN COUNTY | STALLION SPRINGS PD | $ 15,000.00 |
| KERN COUNTY | TAFT PD | $ 15,000.00 |
| KERN COUNTY | TEHACHAPI PD | $ 15,000.00 |
| KINGS COUNTY | AVENAL PD | $ 15,000.00 |
| KINGS COUNTY | CORCORAN PD | $ 15,000.00 |
| KINGS COUNTY | HANFORD PD | $ 42,827.04 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| KINGS COUNTY | KINGS CO SHERIFF'S OFFICE | $ 136,204.04 |
| KINGS COUNTY | LEMOORE PD | $ 28,000.00 |
| LAKE COUNTY | CLEARLAKE PD | $ 20,000.00 |
| LAKE COUNTY | LAKE CO SO | $ 64,591.60 |
| LAKE COUNTY | LAKEPORT PD | $ 15,000.00 |
| LASSEN COUNTY | LASSEN CO SO | $ 38,614.55 |
| LASSEN COUNTY | SUSANVILLE PD | $ 15,000.00 |
| LOS ANGELES COUNTY | ALHAMBRA PD | $ 56,868.70 |
| LOS ANGELES COUNTY | ARCADIA PD | $ 45,635.37 |
| LOS ANGELES COUNTY | AZUSA PD | $ 36,508.30 |
| LOS ANGELES COUNTY | BALDWIN PARK PD | $ 40,720.79 |
| LOS ANGELES COUNTY | BELL GARDENS PD | $ 32,295.80 |
| LOS ANGELES COUNTY | BELL PD | $ 25,000.00 |
| LOS ANGELES COUNTY | BEVERLY HILLS PD | $ 94,781.16 |
| LOS ANGELES COUNTY | BURBANK PD | $ 103,908.23 |
| LOS ANGELES COUNTY | CLAREMONT PD | $ 28,000.00 |
| LOS ANGELES COUNTY | COVINA PD | $ 40,720.79 |
| LOS ANGELES COUNTY | CULVER CITY PD | $ 70,910.35 |
| LOS ANGELES COUNTY | DOWNEY PD | $ 80,037.42 |
| LOS ANGELES COUNTY | EL MONTE PD | $ 75,824.93 |
| LOS ANGELES COUNTY | EL SEGUNDO PD | $ 37,912.46 |
| LOS ANGELES COUNTY | GARDENA PD | $ 60,379.11 |
| LOS ANGELES COUNTY | GLENDALE PD | $ 162,883.18 |
| LOS ANGELES COUNTY | GLENDORA PD | $ 34,402.05 |
| LOS ANGELES COUNTY | HAWTHORNE PD | $ 64,591.60 |
| LOS ANGELES COUNTY | HERMOSA BEACH PD | $ 28,000.00 |
| LOS ANGELES COUNTY | HUNTINGTON PARK PD | $ 37,210.38 |
| LOS ANGELES COUNTY | INGLEWOOD PD | $ 120,056.14 |
| LOS ANGELES COUNTY | IRWINDALE PD | $ 25,000.00 |
| LOS ANGELES COUNTY | LA VERNE PD | $ 28,000.00 |
| LOS ANGELES COUNTY | LONG BEACH PD | $ 520,243.25 |
| LOS ANGELES COUNTY | LOS ANGELES CO SD | $ 6,548,325.00 |
| LOS ANGELES COUNTY | LOS ANGELES PD | $ 6,499,179.21 |
| LOS ANGELES COUNTY | MANHATTAN BEACH PD | $ 40,720.79 |
| LOS ANGELES COUNTY | MONROVIA PD | $ 32,295.80 |
| LOS ANGELES COUNTY | MONTEBELLO PD | $ 47,741.62 |
| LOS ANGELES COUNTY | MONTEREY PARK PD | $ 49,847.87 |
| LOS ANGELES COUNTY | PALOS VERDES ESTATES PD | $ 15,000.00 |
| LOS ANGELES COUNTY | PASADENA PD | $ 152,351.94 |
| LOS ANGELES COUNTY | POMONA PD | $ 105,312.40 |
| LOS ANGELES COUNTY | REDONDO BEACH PD | $ 63,187.44 |
| LOS ANGELES COUNTY | SAN FERNANDO PD | $ 25,000.00 |
| LOS ANGELES COUNTY | SAN GABRIEL PD | $ 32,997.89 |
| LOS ANGELES COUNTY | SAN MARINO PD | $ 25,000.00 |
| LOS ANGELES COUNTY | SANTA MONICA PD | $ 141,118.62 |
| LOS ANGELES COUNTY | SIERRA MADRE PD | $ 15,000.00 |
| LOS ANGELES COUNTY | SIGNAL HILL PD | $ 28,000.00 |
| LOS ANGELES COUNTY | SOUTH GATE PD | $ 51,954.12 |
| LOS ANGELES COUNTY | SOUTH PASADENA PD | $ 28,000.00 |
| LOS ANGELES COUNTY | TORRANCE PD | $ 141,820.70 |
| LOS ANGELES COUNTY | VERNON PD | $ 30,189.55 |
| LOS ANGELES COUNTY | WEST COVINA PD | $ 65,293.69 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| LOS ANGELES COUNTY | WHITTIER PD | $ 87,058.25 |
| MADERA COUNTY | CHOWCHILLA PD | $ 20,000.00 |
| MADERA COUNTY | MADERA CO SO | $ 75,122.84 |
| MADERA COUNTY | MADERA PD | $ 40,720.79 |
| MARIN COUNTY | BELVEDERE PD | $ 15,000.00 |
| MARIN COUNTY | CENTRAL MARIN POLICE AUTHORITY | $ 28,000.00 |
| MARIN COUNTY | FAIRFAX PD | $ 15,000.00 |
| MARIN COUNTY | MARIN CO SO | $ 132,693.62 |
| MARIN COUNTY | MILL VALLEY PD | $ 20,000.00 |
| MARIN COUNTY | NOVATO PD | $ 39,316.63 |
| MARIN COUNTY | ROSS PD | $ 15,000.00 |
| MARIN COUNTY | SAN RAFAEL PD | $ 44,933.29 |
| MARIN COUNTY | SAUSALITO PD | $ 15,000.00 |
| MARIN COUNTY | TIBURON PD | $ 15,000.00 |
| MARIPOSA COUNTY | MARIPOSA CO SO | $ 44,231.21 |
| MENDOCINO COUNTY | FORT BRAGG PD | $ 15,000.00 |
| MENDOCINO COUNTY | MENDOCINO CO SO | $ 75,824.93 |
| MENDOCINO COUNTY | UKIAH PD | $ 20,000.00 |
| MENDOCINO COUNTY | WILLITS PD | $ 15,000.00 |
| MERCED COUNTY | ATWATER PD | $ 20,000.00 |
| MERCED COUNTY | DOS PALOS PD | $ 15,000.00 |
| MERCED COUNTY | GUSTINE PD | $ 15,000.00 |
| MERCED COUNTY | LIVINGSTON PD | $ 15,000.00 |
| MERCED COUNTY | LOS BANOS PD | $ 30,189.55 |
| MERCED COUNTY | MERCED CO SO | $ 84,249.92 |
| MERCED COUNTY | MERCED PD | $ 65,995.77 |
| MODOC COUNTY | ALTURAS PD | $ 15,000.00 |
| MODOC COUNTY | MODOC CO SO | $ 15,000.00 |
| MONO COUNTY | MAMMOTH LAKES PD | $ 15,000.00 |
| MONO COUNTY | MONO CO SD | $ 20,000.00 |
| MONTEREY COUNTY | CARMEL PD | $ 15,000.00 |
| MONTEREY COUNTY | DEL REY OAKS PD | $ 15,000.00 |
| MONTEREY COUNTY | GONZALES PD | $ 15,000.00 |
| MONTEREY COUNTY | GREENFIELD PD | $ 20,000.00 |
| MONTEREY COUNTY | KING CITY PD | $ 15,000.00 |
| MONTEREY COUNTY | MARINA PD | $ 25,000.00 |
| MONTEREY COUNTY | MONTEREY CO SHERIFF'S OFFICE | $ 196,583.15 |
| MONTEREY COUNTY | MONTEREY PD | $ 32,997.89 |
| MONTEREY COUNTY | PACIFIC GROVE PD | $ 20,000.00 |
| MONTEREY COUNTY | SALINAS PD | $ 96,887.41 |
| MONTEREY COUNTY | SAND CITY PD | $ 15,000.00 |
| MONTEREY COUNTY | SEASIDE PD | $ 25,000.00 |
| MONTEREY COUNTY | SOLEDAD PD | $ 15,000.00 |
| NAPA COUNTY | CALISTOGA PD | $ 15,000.00 |
| NAPA COUNTY | NAPA CO SO | $ 72,314.51 |
| NAPA COUNTY | NAPA PD | $ 44,933.29 |
| NAPA COUNTY | SAINT HELENA PD | $ 15,000.00 |
| NEVADA COUNTY | GRASS VALLEY PD | $ 25,000.00 |
| NEVADA COUNTY | NEVADA CITY PD | $ 15,000.00 |
| NEVADA COUNTY | NEVADA CO SO | $ 42,827.04 |
| NEVADA COUNTY | TRUCKEE PD | $ 20,000.00 |
| ORANGE COUNTY | ANAHEIM PD | $ 260,472.67 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| ORANGE COUNTY | BREA PD | $ 41,422.88 |
| ORANGE COUNTY | BUENA PARK PD | $ 58,272.86 |
| ORANGE COUNTY | COSTA MESA PD | $ 93,376.99 |
| ORANGE COUNTY | CYPRESS PD | $ 37,210.38 |
| ORANGE COUNTY | FOUNTAIN VALLEY PD | $ 42,827.04 |
| ORANGE COUNTY | FULLERTON PD | $ 79,335.34 |
| ORANGE COUNTY | GARDEN GROVE PD | $ 122,162.38 |
| ORANGE COUNTY | HUNTINGTON BEACH PD | $ 148,841.52 |
| ORANGE COUNTY | IRVINE PD | $ 160,776.93 |
| ORANGE COUNTY | LA HABRA PD | $ 50,549.95 |
| ORANGE COUNTY | LA PALMA PD | $ 20,000.00 |
| ORANGE COUNTY | LAGUNA BEACH PD | $ 34,402.05 |
| ORANGE COUNTY | LOS ALAMITOS PD | $ 15,000.00 |
| ORANGE COUNTY | NEWPORT BEACH PD | $ 94,079.08 |
| ORANGE COUNTY | ORANGE CO SD/CORONER | $ 1,285,513.36 |
| ORANGE COUNTY | ORANGE PD | $ 102,504.07 |
| ORANGE COUNTY | PLACENTIA PD | $ 32,295.80 |
| ORANGE COUNTY | SANTA ANA PD | $ 246,431.01 |
| ORANGE COUNTY | SEAL BEACH PD | $ 28,000.00 |
| ORANGE COUNTY | TUSTIN PD | $ 65,293.69 |
| ORANGE COUNTY | WESTMINSTER PD | $ 57,570.78 |
| PLACER COUNTY | AUBURN PD | $ 15,000.00 |
| PLACER COUNTY | LINCOLN PD | $ 25,000.00 |
| PLACER COUNTY | PLACER COUNTY SO | $ 176,222.75 |
| PLACER COUNTY | ROCKLIN PD | $ 41,422.88 |
| PLACER COUNTY | ROSEVILLE PD | $ 89,866.58 |
| PLUMAS COUNTY | PLUMAS CO SO | $ 25,000.00 |
| RIVERSIDE COUNTY | BANNING PD | $ 28,000.00 |
| RIVERSIDE COUNTY | BEAUMONT PD | $ 35,104.13 |
| RIVERSIDE COUNTY | BLYTHE PD | $ 20,000.00 |
| RIVERSIDE COUNTY | CATHEDRAL CITY PD | $ 34,402.05 |
| RIVERSIDE COUNTY | CORONA PD | $ 104,610.32 |
| RIVERSIDE COUNTY | DESERT HOT SPRINGS PD | $ 25,000.00 |
| RIVERSIDE COUNTY | HEMET PD | $ 48,443.70 |
| RIVERSIDE COUNTY | INDIO PD | $ 44,933.29 |
| RIVERSIDE COUNTY | MENIFEE PD | $ 53,358.28 |
| RIVERSIDE COUNTY | MURRIETA PD | $ 70,910.35 |
| RIVERSIDE COUNTY | PALM SPRINGS PD | $ 68,804.10 |
| RIVERSIDE COUNTY | RIVERSIDE CO SD | $ 1,951,087.72 |
| RIVERSIDE COUNTY | RIVERSIDE PD | $ 245,026.85 |
| SACRAMENTO COUNTY | AMTRAK PD | $ 25,000.00 |
| SACRAMENTO COUNTY | CITRUS HEIGHTS PD | $ 54,762.45 |
| SACRAMENTO COUNTY | ELK GROVE PD | $ 89,866.58 |
| SACRAMENTO COUNTY | FOLSOM PD | $ 51,252.03 |
| SACRAMENTO COUNTY | GALT PD | $ 28,000.00 |
| SACRAMENTO COUNTY | SACRAMENTO CO SD | $ 902,176.22 |
| SACRAMENTO COUNTY | SACRAMENTO PD | $ 480,926.62 |
| SAN BENITO COUNTY | HOLLISTER PD | $ 28,000.00 |
| SAN BENITO COUNTY | SAN BENITO CO SO | $ 37,912.46 |
| SAN BERNARDINO COUNTY | BARSTOW PD | $ 28,000.00 |
| SAN BERNARDINO COUNTY | CHINO PD | $ 77,931.18 |
| SAN BERNARDINO COUNTY | COLTON PD | $ 37,210.38 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| SAN BERNARDINO COUNTY | FONTANA PD | $ 136,204.04 |
| SAN BERNARDINO COUNTY | MONTCLAIR PD | $ 32,295.80 |
| SAN BERNARDINO COUNTY | ONTARIO PD | $ 193,072.73 |
| SAN BERNARDINO COUNTY | REDLANDS PD | $ 55,464.53 |
| SAN BERNARDINO COUNTY | RIALTO PD | $ 78,633.26 |
| SAN BERNARDINO COUNTY | SAN BERNARDINO CO SD | $ 1,347,296.63 |
| SAN BERNARDINO COUNTY | SAN BERNARDINO PD | $ 172,010.25 |
| SAN BERNARDINO COUNTY | UPLAND PD | $ 45,635.37 |
| SAN DIEGO COUNTY | CARLSBAD PD | $ 84,952.00 |
| SAN DIEGO COUNTY | CHULA VISTA PD | $ 163,585.26 |
| SAN DIEGO COUNTY | CORONADO PD | $ 30,891.64 |
| SAN DIEGO COUNTY | EL CAJON PD | $ 82,845.75 |
| SAN DIEGO COUNTY | ESCONDIDO PD | $ 94,781.16 |
| SAN DIEGO COUNTY | LA MESA PD | $ 42,124.96 |
| SAN DIEGO COUNTY | NATIONAL CITY PD | $ 58,272.86 |
| SAN DIEGO COUNTY | OCEANSIDE PD | $ 142,522.78 |
| SAN DIEGO COUNTY | SAN DIEGO CO SD | $ 1,809,969.10 |
| SAN DIEGO COUNTY | SAN DIEGO PD | $ 1,263,046.71 |
| SAN FRANCISCO COUNTY | SAN FRANCISCO CO SO | $ 536,391.15 |
| SAN FRANCISCO COUNTY | SAN FRANCISCO PD | $ 1,407,675.74 |
| SAN JOAQUIN COUNTY | ESCALON PD | $ 15,000.00 |
| SAN JOAQUIN COUNTY | LODI PD | $ 47,741.62 |
| SAN JOAQUIN COUNTY | MANTECA PD | $ 51,252.03 |
| SAN JOAQUIN COUNTY | RIPON PD | $ 20,000.00 |
| SAN JOAQUIN COUNTY | SAN JOAQUIN CO SO | $ 223,262.29 |
| SAN JOAQUIN COUNTY | STOCKTON PD | $ 275,918.49 |
| SAN JOAQUIN COUNTY | TRACY PD | $ 73,718.68 |
| SAN LUIS OBISPO COUNTY | ARROYO GRANDE PD | $ 20,000.00 |
| SAN LUIS OBISPO COUNTY | ATASCADERO PD | $ 25,000.00 |
| SAN LUIS OBISPO COUNTY | GROVER BEACH PD | $ 20,000.00 |
| SAN LUIS OBISPO COUNTY | MORRO BAY PD | $ 15,000.00 |
| SAN LUIS OBISPO COUNTY | PASO ROBLES PD | $ 28,000.00 |
| SAN LUIS OBISPO COUNTY | PISMO BEACH PD | $ 20,000.00 |
| SAN LUIS OBISPO COUNTY | SAN LUIS OBISPO CO SO | $ 216,943.54 |
| SAN LUIS OBISPO COUNTY | SAN LUIS OBISPO PD | $ 42,124.96 |
| SAN MATEO COUNTY | ATHERTON PD | $ 20,000.00 |
| SAN MATEO COUNTY | BELMONT PD | $ 25,000.00 |
| SAN MATEO COUNTY | BRISBANE PD | $ 15,000.00 |
| SAN MATEO COUNTY | BROADMOOR PD | $ 15,000.00 |
| SAN MATEO COUNTY | BURLINGAME PD | $ 28,000.00 |
| SAN MATEO COUNTY | COLMA PD | $ 15,000.00 |
| SAN MATEO COUNTY | DALY CITY PD | $ 63,889.52 |
| SAN MATEO COUNTY | EAST PALO ALTO PD | $ 25,000.00 |
| SAN MATEO COUNTY | FOSTER CITY PD | $ 28,000.00 |
| SAN MATEO COUNTY | HILLSBOROUGH PD | $ 25,000.00 |
| SAN MATEO COUNTY | MENLO PARK PD | $ 28,785.39 |
| SAN MATEO COUNTY | PACIFICA PD | $ 25,000.00 |
| SAN MATEO COUNTY | REDWOOD CITY PD | $ 56,166.61 |
| SAN MATEO COUNTY | SAN BRUNO PD | $ 31,593.72 |
| SAN MATEO COUNTY | SAN MATEO CO SHERIFF'S OFFICE | $ 202,199.81 |
| SAN MATEO COUNTY | SAN MATEO PD | $ 75,122.84 |
| SAN MATEO COUNTY | SOUTH SAN FRANCISCO PD | $ 53,358.28 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| SANTA BARBARA COUNTY | GUADALUPE PD | $ 15,000.00 |
| SANTA BARBARA COUNTY | LOMPOC PD | $ 28,785.39 |
| SANTA BARBARA COUNTY | SANTA BARBARA CO SO | $ 348,233.00 |
| SANTA BARBARA COUNTY | SANTA BARBARA PD | $ 82,143.67 |
| SANTA BARBARA COUNTY | SANTA MARIA PD | $ 83,547.84 |
| SANTA CLARA COUNTY | CAMPBELL PD | $ 30,189.55 |
| SANTA CLARA COUNTY | GILROY PD | $ 43,529.13 |
| SANTA CLARA COUNTY | LOS ALTOS PD | $ 28,000.00 |
| SANTA CLARA COUNTY | LOS GATOS PD | $ 28,000.00 |
| SANTA CLARA COUNTY | MILPITAS PD | $ 60,379.11 |
| SANTA CLARA COUNTY | MORGAN HILL PD | $ 28,000.00 |
| SANTA CLARA COUNTY | MOUNTAIN VIEW PD | $ 57,570.78 |
| SANTA CLARA COUNTY | PALO ALTO PD | $ 47,741.62 |
| SANTA CLARA COUNTY | SAN JOSE PD | $ 758,951.36 |
| SANTA CLARA COUNTY | SANTA CLARA CO SO | $ 841,095.03 |
| SANTA CLARA COUNTY | SANTA CLARA PD | $ 98,291.57 |
| SANTA CLARA COUNTY | SUNNYVALE DPS | $ 139,012.37 |
| SANTA CRUZ COUNTY | CAPITOLA PD | $ 20,000.00 |
| SANTA CRUZ COUNTY | SANTA CRUZ CO SO | $ 101,801.99 |
| SANTA CRUZ COUNTY | SANTA CRUZ PD | $ 50,549.95 |
| SANTA CRUZ COUNTY | SCOTTS VALLEY PD | $ 15,000.00 |
| SANTA CRUZ COUNTY | WATSONVILLE PD | $ 47,039.54 |
| SHASTA COUNTY | ANDERSON PD | $ 15,000.00 |
| SHASTA COUNTY | REDDING PD | $ 72,314.51 |
| SHASTA COUNTY | SHASTA CO SO | $ 82,845.75 |
| SIERRA COUNTY | SIERRA CO SHERIFF'S OFFICE | $ 15,000.00 |
| SISKIYOU COUNTY | ETNA PD | $ 15,000.00 |
| SISKIYOU COUNTY | LAKE SHASTINA DISTRICT PD | $ 15,000.00 |
| SISKIYOU COUNTY | MOUNT SHASTA PD | $ 15,000.00 |
| SISKIYOU COUNTY | SISKIYOU CO SD | $ 45,635.37 |
| SISKIYOU COUNTY | TULELAKE PD | $ 15,000.00 |
| SISKIYOU COUNTY | WEED PD | $ 15,000.00 |
| SISKIYOU COUNTY | YREKA PD | $ 15,000.00 |
| SOLANO COUNTY | BENICIA PD | $ 28,000.00 |
| SOLANO COUNTY | DIXON PD | $ 20,000.00 |
| SOLANO COUNTY | FAIRFIELD PD | $ 82,143.67 |
| SOLANO COUNTY | SOLANO CO SO | $ 120,056.14 |
| SOLANO COUNTY | SUISUN CITY PD | $ 20,000.00 |
| SOLANO COUNTY | VACAVILLE PD | $ 70,208.27 |
| SOLANO COUNTY | VALLEJO PD | $ 61,783.27 |
| SONOMA COUNTY | CLOVERDALE PD | $ 15,000.00 |
| SONOMA COUNTY | COTATI PD | $ 15,000.00 |
| SONOMA COUNTY | HEALDSBURG PD | $ 15,000.00 |
| SONOMA COUNTY | PETALUMA PD | $ 46,337.46 |
| SONOMA COUNTY | ROHNERT PARK DPS | $ 51,252.03 |
| SONOMA COUNTY | SANTA ROSA PD | $ 117,247.80 |
| SONOMA COUNTY | SEBASTOPOL PD | $ 15,000.00 |
| SONOMA COUNTY | SONOMA CO SHERIFF'S OFFICE | $ 287,151.81 |
| STANISLAUS COUNTY | CERES DPS | $ 32,997.89 |
| STANISLAUS COUNTY | MODESTO PD | $ 127,779.04 |
| STANISLAUS COUNTY | NEWMAN PD | $ 15,000.00 |
| STANISLAUS COUNTY | OAKDALE PD | $ 20,000.00 |

| COUNTY | AGENCY NAME | AWARD AMOUNT |
|---|---|---|
| STANISLAUS COUNTY | STANISLAUS CO SD | $ 369,997.56 |
| STANISLAUS COUNTY | TURLOCK PD | $ 57,570.78 |
| SUTTER COUNTY | SUTTER CO SO | $ 70,910.35 |
| SUTTER COUNTY | YUBA CITY PD | $ 41,422.88 |
| TEHEMA COUNTY | CORNING PD | $ 15,000.00 |
| TEHEMA COUNTY | RED BLUFF PD | $ 20,000.00 |
| TEHEMA COUNTY | TEHAMA CO SO | $ 47,039.54 |
| TRINITY COUNTY | TRINITY COUNTY SO | $ 28,000.00 |
| TULARE COUNTY | DINUBA PD | $ 28,000.00 |
| TULARE COUNTY | EXETER PD | $ 15,000.00 |
| TULARE COUNTY | FARMERSVILLE PD | $ 15,000.00 |
| TULARE COUNTY | LINDSAY DPS | $ 15,000.00 |
| TULARE COUNTY | PORTERVILLE PD | $ 46,337.46 |
| TULARE COUNTY | TULARE CO SO | $ 358,062.16 |
| TULARE COUNTY | TULARE PD | $ 46,337.46 |
| TULARE COUNTY | VISALIA PD | $ 102,504.07 |
| TULARE COUNTY | WOODLAKE PD | $ 15,000.00 |
| TUOLUMNE COUNTY | SONORA PD | $ 15,000.00 |
| TUOLUMNE COUNTY | TUOLUMNE CO SO | $ 65,293.69 |
| VENTURA COUNTY | OXNARD PD | $ 152,351.94 |
| VENTURA COUNTY | PORT HUENEME PD | $ 20,000.00 |
| VENTURA COUNTY | SANTA PAULA PD | $ 25,000.00 |
| VENTURA COUNTY | SIMI VALLEY PD | $ 77,229.09 |
| VENTURA COUNTY | VENTURA CO SO | $ 503,393.27 |
| VENTURA COUNTY | VENTURA PD | $ 95,483.24 |
| YOLO COUNTY | DAVIS PD | $ 39,316.63 |
| YOLO COUNTY | WEST SACRAMENTO PD | $ 47,741.62 |
| YOLO COUNTY | WINTERS PD | $ 15,000.00 |
| YOLO COUNTY | WOODLAND PD | $ 47,039.54 |
| YOLO COUNTY | YOLO CO SHERIFF'S OFFICE | $ 54,060.37 |
| YUBA COUNTY | MARYSVILLE PD | $ 15,000.00 |
| YUBA COUNTY | WHEATLAND PD | $ 15,000.00 |
| YUBA COUNTY | YUBA CO SD | $ 73,016.60 |

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF 2021 AND 2022 STATE HOMELAND SECURITY PROGRAM GRANTS**

## RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF 2021 AND 2022 STATE HOMELAND SECURITY GRANTS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE ALL GRANT AGREEMENTS AND RELATED ASSURANCES**

## BACKGROUND:

The State Homeland Security Program (SHSP) grant is a homeland security grant of federal origin that passes through the State Department of Homeland Security and then through the Los Angeles County Operational Area. Grant funding is determined through regional negotiations headed by Los Angeles County.

## DISCUSSION:

Through this regional process, a total of $117,577 was approved for West Covina - $72,000 for 2021 (Attachment No. 1) and $45,577 for 2022 (Attachment No. 2) specifically for Police vehicle-mounted mobile data computers (MDCs). The purchase of MDCs using these SHSP funds are proposed to take place in FY 2023-24. The funds can only be used for specific items approved by the grantors, and all purchases/projects must be completed by February 2024.

The proposed resolution (Attachment No. 3) approves the application for and acceptance of the 2021 and 2022 SHSP grants, authorizes the Acting City Manager to execute any and all grant agreements, in such form as approved by the City Attorney, including the Subrecipient Agreements with the County of Los Angeles, and all assurance required in connection with such agreements. The proposed resolution also authorizes the City Manager to accept and appropriate additional funds made available to the City through the 2021 and/or 2022 SHSP grants and execute any documents required to accept and/or expend such additional funds.

## LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will approve all grant agreements as to form prior to execution.

**Prepared by:** Alex B. Houston, Police Administrative Services Manager
**Additional Approval:** Richard Bell, Chief of Police

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**Fiscal Impact**

**FISCAL IMPACT:**

The City will receive a total of $117,577 - $72,000 for 2021 and $45,577 for 2022. There is no match requirement and no impact on the General Fund. These are reimbursable grants, which means that the City Council must first appropriate funds before staff can complete the purchases and submit for reimbursement. Thus, revenues and expenditures for these grants have been included in the FY 2023-2024 Proposed Budget under the Homeland Security Grant Fund (No. 218).

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**Attachments**

Attachment No. 1 - 2021 SHSP Grant Agreement
Attachment No. 2 - 2022 SHSP Grant Agreement
Attachment No. 3 - Resolution No. 2023-57

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**ATTACHMENT NO. 1**

# *State Homeland Security Program*
# *Subrecipient Agreement*
# *Grant Year 2021*

## *Between the*

## *County of Los Angeles*

## *and the*

## *City of West Covina*

**SUBRECIPIENT AGREEMENT**
**BETWEEN THE**
**COUNTY OF LOS ANGELES**
**AND THE**
**CITY OF WEST COVINA**

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 the City of West Covina, a public agency (the “Subrecipient”).

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number ) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2021 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 27, 2021 with a performance period of September 1, 2021 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #KU76QNJGYFF6, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP 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 address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of $10,192,647.00; and

WHEREAS, the CEO now wishes to distribute 2021 SHSP grant funds to the Subrecipient in the amount of $72,000.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities 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 Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and 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. City of West Covina, a public agency, having its principal office at _____ _____.

§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, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

| | |
|---|---|
| Name and Title: | |
| Organizational UEI Number: | |
| Address: | |
| City/State/Zip: | |
| Phone: | |
| FAX: | |
| Email: | |

With a copy to*:*

| | |
|---|---|
| Name and Title: | |
| Address: | |
| City/State/Zip: | |
| Phone: | |
| FAX: | |
| Email: | |

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 and Disclosure Regarding Lobbying, attached hereto as Exhibit A 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.

B. 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.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D 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 September 1, 2021 to February 28, 2024, 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 budget/expenditure plan, hereinafter "Budget," for the 2021 SHSP, 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 E.

   Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO 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, CEO 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/pages/public/searchRecords/search.jsf 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 CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth ($15^{th}$) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

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 Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

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. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2021 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO 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 and any added Cal OES requirements. Federal procurement requirements for the 2021 SHSP 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.

L. 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 SHSP 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 or County of Los Angeles 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 CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO 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 CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $72,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2021 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, 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 Feedback 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.

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 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.

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. 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 administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

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

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

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

B. Definitions:

1. The term "immediate family" 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 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 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. 93205); 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 (CEQA), 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 Code of Federal Regulations (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 A, 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 2 CFR Part 200; 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. <u>Travel Expenses</u>

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 Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, 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 D. 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 2021 Certification of Grant Assurances in Exhibit D, 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 D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, 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, 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 t may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angles 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 utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY_____ BY_____
CELIA ZAVALA ARLENE BARRERA
Executive Officer, Board of Supervisors Auditor-Controller

APPROVED AS TO FORM

DAWYN R, HARRISON
Acting County Counsel

BY_____
Deputy County Counsel

CITY OF WEST COVINA

BY_____ _____ _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY_____ _____ _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY_____ _____ _____
City Clerk (Signature) (Print Name) Date

# EXHIBITS

| | |
|---|---|
| Exhibit A | Certification and Disclosure Regarding Lobbying |
| Exhibit B | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions |
| Exhibit C | Certification Regarding Drug-Free Workplace |
| Exhibit D | Certification of Grant Assurances |
| Exhibit E | Final Grant Award Letter and Project Worksheet |
| Exhibit F | 2021 Notice of Funding Opportunity |
| Exhibit G | Reimbursement Form and Instructions |
| Exhibit H | Monitoring Instrument |

# 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.

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.

EXHIBIT A

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

**1. Type of Federal Action:**

[B]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

**2. Status of Federal Action:**

[B]
a. bid/offer/application
b. initial award
c. post-award

**3. Report Type:**

[A]
a. initial filing
b. material change

**For Material Change Only:**

**Year** _____ **Quarter** _____

date of last report _____

**4. Name and Address of Reporting Entity:**

☐ Prime ☑ Subawardee

**Tier, *If known:*** _____

**Congressional District, *if known:*** _____

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

County of Los Angeles
Chief Executive Office - HSGA
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012

**Congressional District, *if known:*** _____

**6. Federal Department/Agency:**

Department of Homeland Security

**7. Federal Program Name/Description:**

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

**8. Federal Action Number, *if known:*** _____

**9. Award Amount, *if known:*** _____

**10. a. Name and Address of Lobbying Entity**
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

**b. Individuals Performing Services**
(last name, first name, MI - include address if different from 10a)

**11. Amount of Payment (check all that apply) :**

_____ ☐ **Actual** ☐ **Planned**

**12. Form of Payment *(check all that apply):***

☐ a. cash
☐ b. in-kind; specify:

**nature** _____ **value** _____

**13. Type of Payment *(check all that apply):***

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

**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:** (attach Continuation Sheet(s) SF-LLL-A, if necessary)

**15. Continuation Sheet(s) SF-LLL-A attached:** ○ Yes ◉ No

**16.** Information requested through this form is authorized by *Title 31 U.S.C. Section 1352*. 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: _____
Name: _____
Title: _____
Telephone: _____ *(area code)*
Date: _____

**Federal Use Only:**

**Authorized for Local Reproduction Standard Form – LLL**

Approved by OMB 0348-0046

**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

**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

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

## 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 voluntary excluded form 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.

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.

OFFICAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

# 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 _____ *(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 _____ (*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 _____ (*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)]*

# Standard Assurances
# For Cal OES Federal Non-Disaster 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) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) 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/.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

1. **Proof of Authority**
   The Applicant will obtain proof of authority 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;



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

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

**2. Period of Performance**

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

**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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

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, 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 state and federal statutes relating to non-discrimination, including:



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(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. Part100. 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;



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# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. 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, 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;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

**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, including:

(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;



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# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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.



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# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

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 the Applicant's 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 subrecipient, 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**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; (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;



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# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(c) Assist the awarding agency in assuring compliance with Section 106 of the
(d) 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
(e) 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**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 (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

**21. 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.

**22. 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.

**23. 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.

**24. 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.



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# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**35. 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.

**36. 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**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 2020, Version 10.1, 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:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____ Date: _____



Initials _____

EXHIBIT E

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 23, 2020

Fesia A. Davenport
Acting Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of $10,593,612. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

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

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia A. Davenport
Los Angeles County

11-9-2020
Date

# Project Ledger

**West Covina**
**FY 2021 State Home Security Program (SHSP) Projects**
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

| | |
|---|---|
| **Ledger Type** | **Initial Application** |
| **Date** | **4/25/2021** |

| | |
|---|---|
| **POP Start Date** | 9/1/2021 |
| **POP End Date** | 5/31/2024 |

| Project No. | Project Title | Funding Source | Discipline | Solution Area | Total Budgeted |
|---|---|---|---|---|---|
| | | | | | |
| 030 | LE MDCs | HSGP-SHSP | LE | Equipment | $ 72,000 |
| | | | | **Total** | **$ 72,000** |

# The Department of Homeland Security (DHS)
# Notice of Funding Opportunity (NOFO)
# Fiscal Year 2021 Homeland Security Grant Program

**NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four 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, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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## A. Program Description

**1. Issued By**
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

**2. Assistance Listings Number**
97.067

**3. Assistance Listings Title**
Homeland Security Grant Program

**4. Funding Opportunity Title**
Fiscal Year 2021 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

**5. Funding Opportunity Number**
DHS-21-[GPD]-[067]-[00]-[02]

**6. Authorizing Authority for Program**
Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

**7. Appropriation Authority for Program**
*Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260)*

**8. Announcement Type**
Initial

**9. Program Category**
Preparedness: Community Security

**10. Program Overview, Objectives, and Priorities**

**a. *Overview***
The Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2021, there are three components of HSGP:

1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2018-2022 FEMA Strategic Plan creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Readying the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

For FY 2021, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.[1] The threat profile has changed in the past two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats from domestic violent extremists, and threats from new and emerging technologies. But information sharing and cooperation among state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2021, we have identified five priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local

[1] Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

**b.** ***Objective***

The objective of the FY 2021 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

**c.** ***Priorities***

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2021, five priority areas attract the most concern. Due to the unique threats that the nation faces in 2021, DHS/FEMA has determined that these five priorities should be addressed by allocating specific percentages of SHSP and UASI funds to each of these five areas, for a total of 30 percent per award. The following are the five priority areas for FY 2021, along with the corresponding percentage of SHSP and UASI funds that each recipient will be required to designate to each priority area in order to obtain a full allocation of SHSP and UASI funds:

1) Enhancing cybersecurity – 7.5 percent
2) Enhancing the protection of soft targets/crowded places – 5 percent
3) Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS – 5 percent
4) Combating domestic violent extremism – 7.5 percent
5) Addressing emergent threats (e.g., transnational criminal organizations, unmanned aircraft systems [UASs], weapons of mass destruction [WMD], etc.) – 5 percent

Failure by a recipient to propose investments and projects that align with the five priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentage identified above of total SHSP and UASI funds per National Priority Area.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1) Effective planning;
2) Training and awareness campaigns;

3) Equipment and capital projects; and
4) Exercises.

**SHSP and UASI Funding Priorities**

The table below provides a breakdown of the FY 2021 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

**FY 2021 SHSP & UASI Funding Priorities**

| Priority Areas | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|
| **National Priorities** | | | |
| Enhancing Cybersecurity | • Cybersecurity<br>• Intelligence and information sharing<br>• Planning<br>• Public information and warning<br>• Operational coordination<br>• Screening, search, and detection<br>• Access control and identity verification<br>• Supply chain integrity and security<br>• Risk management for protection programs and activities<br>• Long-term vulnerability reduction<br>• Situational assessment<br>• Infrastructure systems<br>• Operational communications | • Safety and Security | • Cybersecurity risk assessments<br>• Migrating online services to the ".gov" internet domain<br>• Projects that address vulnerabilities identified in cybersecurity risk assessments<br>  ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA)<br>  ○ Cybersecurity training and planning |
| Enhancing the Protection of Soft Targets/ Crowded Places | • Operational coordination<br>• Public information and warning<br>• Intelligence and information sharing<br>• Interdiction and disruption<br>• Screening, search, and detection<br>• Access control and identity verification<br>• Physical protective measures<br>• Risk management for protection programs and activities | • Safety and Security | • Operational overtime<br>• Physical security enhancements<br>  ○ Closed-circuit television (CCTV) security cameras<br>  ○ Security screening equipment for people and baggage<br>  ○ Lighting<br>  ○ Access controls<br>  ○ Fencing, gates, barriers, etc. |

| Priority Areas | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|
| Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS | • Intelligence and information sharing<br>• Interdiction and disruption<br>• Planning<br>• Public information and warning<br>• Operational coordination<br>• Risk management for protection programs and activities | • Safety and Security | • Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)<br>• Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities<br>• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation<br>• Identification, assessment, and reporting of threats of violence<br>• Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS |
| Combating Domestic Violent Extremism | • Interdiction and disruption<br>• Screening, search and detection<br>• Physical protective measures<br>• Intelligence and information sharing<br>• Planning<br>• Public information and warning<br>• Operational coordination<br>• Risk management for protection programs and activities | • Safety and Security | • Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats<br>• Sharing and leveraging intelligence and information, including open source analysis<br>• Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists<br>• Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization<br>• Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism |
| Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations, open source threats, and threats from UAS and WMD | • Interdiction & disruption<br>• Screening, search and detection<br>• Physical protective measures<br>• Intelligence and information sharing<br>• Planning<br>• Public Information and Warning<br>• Operational Coordination | • Safety and Security | • Sharing and leveraging intelligence and information<br>• UAS detection technologies<br>• Enhancing WMD and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities<br>  ○ Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment |
| **Enduring Needs** | | | |
| Planning | • Planning | • Safety and Security | • Development of:<br>  ○ Security Risk Management Plans |

| Priority Areas | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|
| | • Risk management for protection programs and activities<br>• Risk and disaster resilience assessment<br>• Threats and hazards identification<br>• Operational coordination<br>• Community resilience | | ○ Threat Mitigation Plans<br>○ Continuity of Operations Plans<br>○ Response Plans<br>• Efforts to strengthen governance integration between/among regional partners<br>• Joint training and planning with DHS officials and other entities designated by DHS<br>• Cybersecurity training and planning |
| Training & Awareness | • Long-term vulnerability reduction<br>• Public information and warning<br>• Operational coordination<br>• Situational assessment<br>• Community resilience | • Safety and Security | • Active shooter training<br>• Intelligence analyst training<br>• SAR and terrorism indicators/behaviors training<br>• Security training for employees<br>• Public awareness/preparedness campaigns<br>• Joint training and planning with DHS officials and other entities designated by DHS<br>• Cybersecurity training and planning |
| Equipment & Capital Projects | • Long-term vulnerability reduction<br>• Infrastructure systems<br>• Operational communications<br>• Interdiction and disruption<br>• Screening, search and detection<br>• Access control and identity verification<br>• Physical protective measures | • Safety and Security | • Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments<br>• Physical security enhancements<br>○ Security cameras (CCTV)<br>○ Security screening equipment for people and baggage<br>○ Lighting<br>○ Access Controls<br>▪ Fencing, gates, barriers, etc. |
| Exercises | • Long-term vulnerability reduction<br>• Operational coordination<br>• Operational communications<br>• Community resilience | • Safety and Security | • Response exercises |

For FY 2021, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the five National Priority Areas identified above. Each of these five investments must also account for at least the relevant minimum percentage of the applicant's SHSP and UASI allocation. The fusion center project must be included under the Information and Intelligence Sharing IJ. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the five National Priority Area IJs, but are not required to do so. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs.

Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

**OPSG Funding Priorities**

The table below provides a breakdown of the FY 2021 OPSG funding priorities, which remain focused on and unique to border security.

**FY 2021 OPSG Funding Priorities**

| Priority Areas | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|
| **National Priorities** | | | |
| Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS | • Intelligence and information sharing | • Safety and Security | • Participation in the DHS/ICE 287(g) training program<br>• Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities<br>• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation<br>• Identification, assessment, and reporting of threats of violence<br>• Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS |
| Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations | • Interdiction & disruption<br>• Screening, search and detection<br>• Physical protective measures<br>• Intelligence and information sharing | • Safety and Security | • Operational overtime for border security operations as directed by the applicable, USBP-approved operations order<br>• Sharing and leveraging intelligence and information |

For FY 2021, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

**11. Performance Metrics**

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

## B. Federal Award Information

**1.** Available Funding for the NOFO: **$1,120,000,000.00**

| HSGP Programs | FY 2021 Allocation |
|---|---|
| SHSP | $415,000,000 |
| UASI | $615,000,000 |
| OPSG | $90,000,000 |
| **Total** | **$1,120,000,000** |

### SHSP Allocations

For FY 2021, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below.

**FY 2021 SHSP ALLOCATIONS**

| State/Territory | FY 2021 Allocation | State/Territory | FY 2021 Allocation |
|---|---|---|---|
| Alabama | $4,602,500 | Montana | $4,602,500 |
| Alaska | $4,602,500 | Nebraska | $4,602,500 |
| American Samoa | $1,052,000 | Nevada | $4,602,500 |
| Arizona | $4,602,500 | New Hampshire | $4,602,500 |
| Arkansas | $4,602,500 | New Jersey | $7,345,897 |
| California | $59,220,807 | New Mexico | $4,602,500 |
| Colorado | $4,602,500 | New York | $70,639,800 |

| State/Territory | FY 2021 Allocation | State/Territory | FY 2021 Allocation |
|---|---|---|---|
| Connecticut | $4,602,500 | North Carolina | $5,280,222 |
| Delaware | $4,602,500 | North Dakota | $4,602,500 |
| District of Columbia | $5,280,222 | Northern Mariana Islands | $1,052,000 |
| Florida | $9,701,894 | Ohio | $6,428,138 |
| Georgia | $5,491,278 | Oklahoma | $4,602,500 |
| Guam | $1,052,000 | Oregon | $4,602,500 |
| Hawaii | $4,602,500 | Pennsylvania | $8,447,973 |
| Idaho | $4,602,500 | Puerto Rico | $4,602,500 |
| Illinois | $14,427,260 | Rhode Island | $4,602,500 |
| Indiana | $4,602,500 | South Carolina | $4,602,500 |
| Iowa | $4,602,500 | South Dakota | $4,602,500 |
| Kansas | $4,602,500 | Tennessee | $4,602,500 |
| Kentucky | $4,602,500 | Texas | $18,908,141 |
| Louisiana | $4,602,500 | U.S. Virgin Islands | $1,052,000 |
| Maine | $4,602,500 | Utah | $4,602,500 |
| Maryland | $7,345,897 | Vermont | $4,602,500 |
| Massachusetts | $6,428,138 | Virginia | $8,447,973 |
| Michigan | $5,280,222 | Washington | $6,428,138 |
| Minnesota | $4,602,500 | West Virginia | $4,602,500 |
| Mississippi | $4,602,500 | Wisconsin | $4,602,500 |
| Missouri | $4,602,500 | Wyoming | $4,602,500 |
| **Total** | | | **$415,000,000** |

**UASI Allocations**

Eligible candidates for the FY 2021 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. THIRA/SPR results do not impact grant allocation or award.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below.

## 2021 UASI ALLOCATIONS

| State/Territory | Urban Area | FY 2021 UASI Allocation |
|---|---|---|
| Arizona | Phoenix Area | $5,250,000 |
| California | Anaheim/Santa Ana Area | $5,250,000 |
| | Bay Area | $37,500,000 |
| | Los Angeles/Long Beach Area | $68,000,000 |
| | Riverside Area | $3,900,000 |
| | Sacramento Area | $3,800,000 |
| | San Diego Area | $16,900,000 |
| Colorado | Denver Area | $3,900,000 |
| District of Columbia | National Capital Region | $51,750,000 |
| Florida | Miami/Fort Lauderdale Area | $14,750,000 |
| | Orlando Area | $3,800,000 |
| | Tampa Area | $3,800,000 |
| Georgia | Atlanta Area | $6,250,000 |
| Hawaii | Honolulu Area | $3,800,000 |
| Illinois | Chicago Area | $68,000,000 |
| Maryland | Baltimore Area | $4,250,000 |
| Massachusetts | Boston Area | $16,900,000 |
| Michigan | Detroit Area | $5,250,000 |
| Minnesota | Twin Cities Area | $5,250,000 |
| Missouri | St. Louis Area | $3,800,000 |
| Nevada | Las Vegas Area | $5,250,000 |
| New Jersey | Jersey City/Newark Area | $19,050,000 |
| New York | New York City Area | $178,750,000 |
| North Carolina | Charlotte Area | $3,800,000 |
| Oregon | Portland Area | $3,800,000 |
| Pennsylvania | Philadelphia Area | $16,900,000 |
| Texas | Dallas/Fort Worth/Arlington Area | $16,900,000 |
| | Houston Area | $24,600,000 |
| | San Antonio Area | $3,800,000 |
| Virginia | Hampton Roads Area | $3,800,000 |
| Washington | Seattle Area | $6,250,000 |
| **Total** | | **$615,000,000** |

**OPSG Allocations**

For FY 2021, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2021 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law

enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

**2.** Projected Number of Awards: **56**

**3.** Period of Performance: **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the Preparedness Grants Manual.
FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

**4.** Projected Period of Performance Start Date(s): **10/01/2021**

**5.** Projected Period of Performance End Date(s): **09/30/2024**

**6.** Funding Instrument Type: **Grant**

## C. Eligibility Information

### 1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including

those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

**2. Applicant Eligibility Criteria**

Eligible high-risk urban areas for the FY 2021 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2021, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2021, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

**3. Other Eligibility Criteria**

**a.** ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and

achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

**b.** ***Emergency Management Assistance Compact (EMAC) Membership***
In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2021 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of 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 Mitigation Mission Area of the Goal, and fusion centers.

**c.** ***Law Enforcement Terrorism Prevention Activities (LETPA)***
Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the five National Priority Areas identified above and any other investments. The 25 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

**4. Cost Share or Match**
There is no cost share or match requirement for the FY 2021 HSGP.

## D. Application and Submission Information

**1. Key Dates and Times**

**a.** ***Application Start Date:*** 02/25/2021

**b.** ***Application Submission Deadline:*** 05/14/2021 at 05 PM 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 their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding**. FEMA may, however, extend the application deadline on 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, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline**. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

**c.** ***Anticipated Funding Selection Date:*** No later than 07/16/2021

**d.** ***Anticipated Award Date:*** No later than 09/30/2021

**e.** ***Other Key Dates:***

| Event | Suggested Deadline for Completion |
|---|---|
| Obtaining DUNS Number | Four weeks before actual submission deadline |
| Obtaining a valid EIN | Four weeks before actual submission deadline |
| Creating an account with login.gov | Four weeks before actual submission deadline |
| Registering in SAM or Updating SAM registration | Four weeks before actual submission deadline |
| Registering in Grants.gov | Four weeks before actual submission deadline |

| | |
|---|---|
| Starting application in Grants.gov | One week before actual submission deadline |
| Submitting the final application in ND Grants | By the submission deadline |

**2. Agreeing to Terms and Conditions of the Award**

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

**3. Address to Request Application Package**

See the Preparedness Grants Manual for requesting and submitting an application.

Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's ND Grants System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

**4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Create a Grants.gov account;
f. Add a profile to a Grants.gov account;
g. Establish an AOR in Grants.gov;
h. Register in ND Grants
i. Submit an initial application in Grants.gov;

**j. Submit the final application in ND Grants, including electronically signing applicable forms; and**

k. 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 a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, 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.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

**5. Electronic Delivery**

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

**6. How to Register to Apply through Grants.gov**

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

**7. How to Submit an Initial Application to FEMA via Grants.gov**

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

**8. Submitting the Final Application in ND Grants**

After submitting the initial application in Grants.gov, eligible applicants will be notified by 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, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

**9. Timely Receipt Requirements and Proof of Timely Submission**

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov

into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5 PM ET** on the application deadline. 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. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

**10. Content and Form of Application Submission**

**a.** ***Standard Required Application Forms and Information***

**I. GRANTS.GOV**

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

**II. ND GRANTS**

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
    - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
    - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

**b.** ***Program-Specific Required Forms and Information***

**I. IJ DEVELOPMENT: SHSP AND UASI**

As part of the FY 2021 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill of all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for each National Priority Area. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2021 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas (Cybersecurity, Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Emerging Threats) identified in this NOFO. Each of these five IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **The SAA must submit one IJ per National Priority Area; all projects associated with a National Priority Area *must* be submitted in the same IJ and account for the relevant minimum spend requirement as a percentage of the SHSP or UASI allocation.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area, or up to 30 percent of the total award) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or

- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2022. This includes IJs for the five National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2021 BSIR. DHS/FEMA will not reduce FY 2021 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

## II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed SHSP-funded investments, one single project, within the required Intelligence and Information Sharing National Priority Area IJ, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
    - Project name;
    - Project description;
    - Subrecipient name, if applicable;
    - Recipient type (e.g., state or local);
    - Project location (zip code of the primary location of the project);
    - Primary core capability the project supports;

  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

## III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

  The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors

collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency. States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  **Please note** that there currently is not a "Domestic Violent Extremism" Investment Type option in the Grant Reporting Tool (GRT). Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

## IV. DEVELOPMENT OF INVESTMENTS AND PROJECTS: UASI

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, urban areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, urban areas are required to propose one single project, as part of the required intelligence and information sharing IJ, in support of a designated fusion center within the urban area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with the needs identified in their SCIP. Recipients must coordinate with their SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

## V. PRIORITY INVESTMENTS: UASI

High-risk urban areas are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the urban area's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and

functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP awards will be required to complete the 2021 Nationwide Cybersecurity Review, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

  Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior

leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, – including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  **Please note** that there currently is not a "Domestic Violent Extremism" Investment Type option in the GRT. Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

## VI. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center;
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center; and
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

***Sample Fusion Center Funding Itemization***

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

*The X Fusion enhancement project will fund:*

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2021.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

| ***Solution Area and Amount of Proposed Funding*** | | ***Percent of Proposed Funding*** |
|---|---|---|
| *Planning:* | *$10,000* | *2%* |
| *Organization:* | *$200,000* | *48%* |
| *Equipment:* | *$200,000* | *48%* |
| *Training:* | *$10,000* | *2%* |
| *Exercises:* | *$0* | *0%* |
| ***Total:*** | *$420,000* | *100%* |

## VII. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area (Cybersecurity, Soft Targets/Crowded Places, Information and Intelligence Sharing and Cooperation, and Emerging Threats). **Important note: there currently is not a "Domestic Violent Extremism" Investment Type option. Applicants should instead select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.** All non-National Priority Area IJs should have the "Standard" Investment Type option selected.

## VIII. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2021 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for

vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

**OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.**

- **Information and Intelligence Sharing and Cooperation**
  Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Emerging Threats**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs

than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

## IX. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

### 11. Other Submission Requirements

**Emergency Communications Investments**

If an entity uses HSGP funding to support emergency communications investments, the applicant must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.

### 12. 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 https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf).

### 13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be

incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the 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 awards, 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. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

**a.** ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available in FEMA Policy #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

**Effective August 13, 2020**, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**I. REPLACEMENT EQUIPMENT AND SERVICES**

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

**II. DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

**b. *Pre-Award Costs***

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR 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.

**c. *Management and Administration (M&A) Costs***

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 7.5 percent of its award to the enhancing cybersecurity National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:
SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
M&A Maximum: $300,000 (5 percent of $6,000,000)
Maximum M&A for SHSP = $50,000
Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
Maximum M&A for UASI = $125,000

SAA 2:
SHSP: $3,500,000 OPSG: $1,000,000
M&A Maximum: $225,000 (5 percent of $4,500,000)
Maximum M&A for SHSP = $175,000
Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Additionally, if a state/territory receives Nonprofit Security Grant Program (NSGP) funding, it may use SHSP M&A funding to cover M&A costs related to the management of NSGP-State awards, and UASI M&A funding to cover M&A costs related to the management of NSGP-Urban Area awards.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2021 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A,

but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2021 awards made under this NOFO.

**d.** ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

**f.** ***Funds Transfer Restriction***

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

**e.** ***Other Direct Costs***

**I.** **PLANNING**

Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

**II.** **ORGANIZATION**

Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

**III.** **EQUIPMENT**

Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable

through the EMAC[2] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[3] engaged in homeland security program activity.

- **Controlled Equipment**

  For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

  However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed further below, there are certain "prohibited equipment" that are not allowable under HSGP. And for the procurement of certain controlled equipment that is allowable under the HSGP, there are additional submission requirements and reviews that must be met before DHS/FEMA will permit funding to be used for this purpose.

  DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

  Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2)

[2] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[3] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

## IV. TRAINING

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

## V. EXERCISES

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

## VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the Preparedness Grants Manual for more information.

## VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the Preparedness Grants Manual for more information.

## VIII. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

## IX. CONSTRUCTION AND RENOVATION

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D. Please see the Preparedness Grants Manual for more information.

## X. MAINTENANCE AND SUSTAINMENT

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the

Preparedness Grants Manual for more information.

## XI. CRITICAL EMERGENCY SUPPLIES

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

## XII. SECURE IDENTIFICATION

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

### Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

| Allowable Program Activities | SHSP | UASI | OPSG |
|---|---|---|---|
| **Allowable Planning Costs** | | | |
| Developing hazard/threat-specific annexes | Y | Y | N |
| Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives | Y | Y | N |
| Developing related terrorism and other catastrophic event prevention activities | Y | Y | N |
| Developing and enhancing plans and protocols | Y | Y | N |
| Developing or conducting assessments | Y | Y | N |
| Hiring of full- or part-time staff or contract/consultants to assist with planning activities | Y | Y | N |
| Materials required to conduct planning activities | Y | Y | N |
| Travel/per diem related to planning activities | Y | Y | Y |
| Overtime and backfill costs (in accordance with operational Cost Guidance) | Y | Y | Y |
| Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards | Y | N | N |
| Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency. | Y | Y | N |
| Coordination with Citizen Corps Councils for public information/education and development of volunteer programs | Y | Y | N |
| Update governance structures and processes and plans for emergency communications | Y | Y | N |
| Development, and review and revision of continuity of operations plans | Y | Y | N |
| Development, and review and revision of the THIRA/SPR continuity of operations plans | Y | Y | N |
| **Allowable Organizational Activities**<br>**Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. | | | |
| Program management | Y | Y | N |
| Development of whole community partnerships | Y | Y | N |
| Structures and mechanisms for information sharing between the public and private sector | Y | Y | N |

| Allowable Program Activities | SHSP | UASI | OPSG |
|---|---|---|---|
| Implementing models, programs, and workforce enhancement initiatives | Y | Y | N |
| Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors | Y | Y | N |
| Operational support | Y | Y | N |
| Utilization of standardized resource management concepts | Y | Y | N |
| Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event | Y | Y | N |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation) | Y | Y | Y |
| Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation) | Y | Y | Y |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation). | Y | Y | Y |
| Cost of migrating online services to the ".gov" domain | Y | Y | N |
| **Allowable Equipment Categories** | | | |
| Personal Protective Equipment | Y | Y | Y |
| **Allowable Equipment Categories** | | | |
| Explosive Device Mitigation and Remediation Equipment | Y | Y | N |
| CBRNE Operational Search and Rescue Equipment | Y | Y | N |
| Information Technology | Y | Y | Y |
| Cybersecurity Enhancement Equipment | Y | Y | N |
| Interoperable Communications Equipment | Y | Y | Y |
| Detection | Y | Y | Y |
| Decontamination | Y | Y | N |
| Medical countermeasures | Y | Y | Y |
| Power (e.g., generators, batteries, power cells) | Y | Y | Y |
| CBRNE Reference Materials | Y | Y | N |
| CBRNE Incident Response Vehicles | Y | Y | N |
| Terrorism Incident Prevention Equipment | Y | Y | Y |
| Physical Security Enhancement Equipment | Y | Y | Y |
| Inspection and Screening Systems | Y | Y | Y |
| Animal Care and Foreign Animal Disease | Y | Y | N |
| CBRNE Prevention and Response Watercraft | Y | Y | N |
| CBRNE Prevention and Response Unmanned Aircraft | Y | Y | N |
| CBRNE Aviation Equipment | Y | Y | N |
| CBRNE Logistical Support Equipment | Y | Y | N |
| Intervention Equipment (e.g., tactical entry, crime scene processing) | Y | Y | Y |
| Critical emergency supplies | Y | Y | N |
| Vehicle acquisition, lease, and rental | N | N | Y |
| Other Authorized Equipment | Y | Y | Y |
| **Allowable Training Costs** | | | |
| Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes | Y | Y | N |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training | Y | Y | N |
| Training workshops and conferences | Y | Y | Y |
| Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency | Y | Y | N |
| Full- or part-time staff or contractors/consultants | Y | Y | Y |
| Travel | Y | Y | Y |

| Allowable Program Activities | SHSP | UASI | OPSG |
|---|---|---|---|
| Supplies | Y | Y | N |
| Instructor certification/re-certification | Y | Y | N |
| Coordination with Citizen Corps Councils in conducting training exercises | Y | Y | N |
| Interoperable communications training | Y | Y | N |
| Activities to achieve planning inclusive of people with limited English proficiency | Y | Y | N |
| Immigration enforcement training | Y | Y | Y |
| **Allowable Exercise Related Costs** | | | |
| Design, Develop, Conduct, and Evaluate an Exercise | Y | Y | N |
| Full- or part-time staff or contractors/consultants | Y | Y | N |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises | Y | Y | N |
| Implementation of HSEEP | Y | Y | N |
| Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs | Y | Y | N |
| Travel | Y | Y | N |
| Supplies | Y | Y | N |
| Interoperable communications exercises | Y | Y | N |
| **Allowable Exercise Related Costs** | | | |
| Activities to achieve planning inclusive of people with limited English proficiency | Y | Y | N |
| **Allowable M&A Costs** | | | |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements | Y | Y | Y |
| Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls | Y | Y | Y |
| Overtime and backfill costs | Y | Y | Y |
| Travel | Y | Y | Y |
| Meeting related expenses | Y | Y | Y |
| Authorized office equipment | Y | Y | Y |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program | Y | Y | N |
| Leasing or renting of space for newly hired personnel during the period of performance of the grant program | Y | Y | N |
| **LETPA Costs** | | | |
| Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection, | Y | Y | N |
| Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers | Y | Y | N |
| Coordination between fusion centers and other operational analytic, and investigative efforts | Y | Y | N |
| Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative | Y | Y | N |
| Implementation of the "If You See Something, Say Something®" campaign | Y | Y | N |
| Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical | Y | Y | N |
| Building and sustaining preventive radiological and nuclear detection capabilities | Y | Y | N |

## E. Application Review Information

### 1. Application Evaluation Criteria

#### a. *Programmatic Criteria*

## I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, "Available Funding for the NOFO."

## II. Application Evaluation Criteria

FEMA will evaluate the FY 2021 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

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.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirement. Further information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

**b.** ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

**c.** ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, 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 C.F.R. § 200.206.

**2. Review and Selection Process**

**a.** ***SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

**Additional Effectiveness Evaluation Criteria for the National Priority Areas**

FEMA will evaluate the FY 2021 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2021 BSIR, they will have funds placed on hold in the amount of 30 percent (the sum of all National Priority Area). The hold will be released only after their December 2021 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

**SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.**

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2021 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners. Collaboration should improve efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

**b. *OPSG***

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2021 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2021 Operations Orders to designated localities within border states and territories.

## F. Federal Award Administration Information

### 1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the Preparedness Grants Manual for information on Notice of Award.

**2. Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

**Timing and Amount**

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on September 20, 2021, while the period of performance dates for that award are October 1, 2021, through September 30, 2024. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or October 5, 2021 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of October 1, 2021 would not affect the timing of meeting the 45-calendar day pass-through requirement.

**Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2021, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

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

**3. Administrative and National Policy Requirements**
In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- EHP Compliance
- FirstNet
- NIMS Implementation
- SAFECOM

**a. *DHS Standard Terms and Conditions***
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

**b. *Ensuring the Protection of Civil Rights***
As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

**c.** ***EHP Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

**d.** ***NIMS Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at https://www.fema.gov/emergency-managers/nims/implementation-training.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at https://www.fema.gov/emergency-managers/nims/components.

FEMA developed the National Incident Management System Guideline for the National Qualification System to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

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

Additional information about NIMS in general is available at https://www.fema.gov/emergency-managers/nims.

**e.** ***Emergency Communications Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status

information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

**4. Reporting**

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

See the Preparedness Grants Manual for information on reporting requirements, as well as the above section, "Emergency Communications Investments," specific reporting requirements for emergency communications investments.

**5. Monitoring and Oversight**

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide

any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual for information on monitoring and oversight.

## G. DHS Awarding Agency Contact Information

### 1. Contact and Resource Information

**a.** ***Program Office Contact***

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

**b.** ***Centralized Scheduling and Information Desk (CSID)***

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, 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 e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

**c.** ***GPD Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

**d.** ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

**e.** ***Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

**2. Systems Information**

**a.** ***Grants.gov***

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

**b.** ***Non-Disaster (ND) Grants***

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system

**c.** ***Payment and Reporting System (PARS)***

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

**d.** ***Supplemental Information: Reporting Systems***

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

- **GRT**: Information on the GRT can be found in the Preparedness Grants Manual.
- **Unified Reporting Tool (URT):** Information on the URT can be found in the Preparedness Grants Manual.

## H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity

- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

**1. Termination Provisions**

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

**a.** ***Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

**b.** ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**c.** ***Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

**2. Period of Performance Extensions**

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

## SHARED SERVICES DIVISION

# GRANT PAYMENT REQUEST

## SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

**Grants@auditor.lacounty.gov**

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

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

**1.** Grant Name & Year:

## SECTION B: SUB-RECIPIENT'S INFORMATION

| | | |
|---|---|---|
| 1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered 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 PAYMENT REQUEST INFORMATION

| **1. SOLUTION AREA** (e.g. equipment, training, planning, exercise, organization) | **2. PROJECT #** (e.g. 011.22) | **4. EHP required?** (Environmental & Historic Preservation) | | **5. VENDOR'S INVOICE #** (**Maximum of 5 invoices**) | **6. PURCHASE METHOD (including Training)** | | | **7.CLAIM AMOUNT** (indicate the amount per each line) |
|---|---|---|---|---|---|---|---|---|
| | | **No** | **Yes** (attach State Approval) | | **If Competitive, indicate the # of bids.** | **Non-Competitive Bid** | **Sole Source** | |
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| | | | | | | **8. TOTAL** | $ | - |

## SECTION D: SUB-RECIPIENT'S CERTIFICATION

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) is 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: _____

## SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

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

Revised on December 2019

**COUNTY OF LOS ANGELES**
**DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION**

## INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

**Purpose of these instructions:**

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

## SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests 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.

## SECTION B: SUB-RECIPIENT'S INFORMATION

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Please enter the name of the agency requesting for payment. 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 L.A. County departments.

**3.** Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.

**4.** Please enter the information of the person that can assist us with detail claim questions.

## SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

**2.** Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

**4.** Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

a) ☐ **State EHP Approval:** if required by the state for your claim.

**SECTION C:** (Continued)

**5.** If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) ☐ **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 #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) ☐ **Copy of the purchase order**

c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

e) ☐ **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.

f) ☐ **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.

g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

**6.** If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

**7.** Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

**8.** Enter the "Total Amount" by adding the subtotal claims included in each line.

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

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Please read and check the box provided if you are an authorized signor.

**2.** Please read and check the box provided if you are an authorized signor.

**3.** Please sign the Grant payment request if you are an authorized signor of your agency.

**4 & 5.** 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 ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

**For Equipment Claims**:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. [*1] Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

**You need to inform us of any changes on the items above [*1]. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.**

**For Training Claims**:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, 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. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **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 (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes 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 ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**

g) ☐ **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.

h) ☐ **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 approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **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.

j) ☐ **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.

k) ☐ **Roster of 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 Claims:**

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Exercise Claims:**

a) ☐ **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 the ODP Portal (see link below), within 90 days after 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.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Organization Claims: Please see above b) and c) under Exercise Claims**

## GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

**GRANT NAME:**
**SUB-RECIPIENT:** _____
**DATE OF REPORT:** _____



| Grant Year | Project Number | AEL No. | Description of Property | Serial # or Other ID # | SAFECOM Consult (Yes/No/NA) | Source of Property (SHSP or EMPG Grant Program) | Department (Title Holder) | Vendor Name | Invoice Number | Acquisition Date | Acquisition Cost | % of FED Participation | Location | Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost, | Disposition Date | Disposition Sale Price |
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# Equipment Inventory Listing
# Procedures for Completion

**OBJECTIVE:** To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

| Field | Date Element | Procedure |
|---|---|---|
| (1) | Grant Name | SHSP or EMPG |
| (2) | Sub-Recipient | Name of your agency |
| (3) | Date of Report | Date report completed {1} |
| (4) | Grant Year | Grant Year of funds used to purchase equipment |
| (5) | Project # | Project Number (from Grant Workbook Project Sheets) |
| (7) | AEL No. | Authorized Equip Listing No (from Grant Workbook) |
| (8) | Description | Description of the equipment |
| (9) | Serial # or Other ID # | Serial # or Other identification # used |
| (10) | Safecom consult | Fill out either by Yes, No, or N/A |
| (11) | Source of Property | Funding source, i.e, SHSP, EMPG, etc. |
| (12) | Title Holder | Name of agency (City/Department) |
| (13) | Vendor Name | Name of the vendor |
| (14) | Invoice Number | Invoice number |
| (15) | Acquisition Date | Date equipment acquired |
| (16) | Acquisition Cost | Cost of the individual equipment item |
| (17) | % of Fed Part | Fed participation in the cost of equipment |
| (18) | Location | Location of equipment |
| (19) | Use & Condition | Use & condition {2} |
| (20) | Disposition data | Date of disposition |
| (21) | Sale Price | Sale price, If applicable, or N/A for not applicable |

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

**Training Summary Sheet**

**Grant Name** _____
**Jurisdiction Name:** _____
**Training Provider:** _____
**OHS Approved Course Title:** _____
**Non-SLGCP Course Title & OHS Tracking No.** _____
(requires pre-approval thru OEM)
**Date of Course:** _____
**Class/ Exercise Duration/Hours:** _____

| | EMP NO. | EMPLOYEE NAME | ASSIGNMENT | TITLE | TRAINING REQUEST # (for Training only) | TRAINING START DATE | TRAINING END DATE | SALARY | OT HOURS | REG RATE | OT RATE | OT PAY | Are you claiming for Employee Benefits? | Employee Benefits Rate | CLAIM TOTAL |
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Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| PLANNING ROSTER | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project | Planning Activity | Solution Area Sub-Category | Discipline | Funding Source | Total Cost | Total Claimed | Cash Request Number | Final Product | | | | |
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Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| EXERCISE ROSTER | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project | Exercise Title | Funding Source | Solution Area Sub-Category | Discipline | Cash Request Number | Total Cost | Total Claimed | Conducted By | Date of Exercise | Exercise Type | Exercise Role | Date AAR entered into HSEEP |
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Approved by:

Authorized Signature

Print Name and Title

Date

## 8. Notes on Personnel Cost:

**In general, costs associated with:**

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

**The following examples would not count towards the personnel cap:**

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

**The following examples would count towards the personnel cap:**

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| Project | Employee Name | Project / Deliverable | Funding Source | Discipline | Solution Area | Solution Area Sub Category | Dates of Payroll Period | Total Salary & Benefits charged for this Reporting Period | Total Project Hours | REIMB Request # | Total Cost Charged to Grant |
|---|---|---|---|---|---|---|---|---|---|---|---|
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*Subrecipient Monitoring Instrument*

**Subrecipient Monitoring Instrument**

**PROJECT TITLE**

Los Angeles County State Homeland Security Program
Monitoring Reports

## A. FINANCIAL REPORTING REQUIREMENTS

**Objective**

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

| | Verification | Yes | No | Comment |
|---|---|---|---|---|
| 1. | Was a Single Audit completed for Grant Year 2014-15 and 2015-16? | | | |
| 2. | If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit? | | | |
| 3. | Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B. | | | |
| 4. | Did the Subrecipient develop a corrective action plan that addresses the finding(s)? | | | |
| 5. | Did the Subrecipient send a copy of a corrective action plan to the HSGA? | | | |
| 6. | Did the Subrecipient implement the corrective action plan? | | | |

**B. TRAINING**

**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number? | | | |
| 3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training? | | | |
| 4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Training expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Training: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |

**B. TRAINING (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 7. For Projects with backfill expenditures for Training: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |
| c. Did the Subrecipient accurately report the expenditures in their accounting records? | | | |
| 8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## C. PLANNING

**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced? | | | |
| 3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets? | | | |
| 4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Planning expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Planning: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |

**C. PLANNING (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |
| 7. For Projects with backfill expenditures for Planning: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | |
| 8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA: | | | |
| a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## D. EQUIPMENT

**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient maintain invoices to support the Equipment expenditures? | | | |
| 3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"? | | | |
| 4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records? | | | |
| 5. Did the Subrecipient maintain an Equipment inventory that listed the following:<br>a) Description of Equipment,<br>b) Serial number or other identification number,<br>c) AEL number,<br>d) Fund/source/grant year,<br>e) Title holder,<br>f) 100 percent of federal participation. If no, then identify percentage,<br>g) Acquisition date,<br>h) Acquisition cost,<br>i) Quantity,<br>j) Equipment location,<br>k) Use and condition of Equipment,<br>l) Disposal date and sale price of the Equipment | | | |
| 6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years? | | | |

**D. EQUIPMENT (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 7. Was the Equipment physically inspected to ensure:<br>a. The Equipment existed and agreed to inventory listing? | | | |
| b. The Equipment worked and adequately trained staff are available to operate the Equipment? | | | |
| 8. Did the Subrecipient maintain Equipment in a secure location? | | | |
| 9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes? | | | |
| 10. For Equipment disposal, if any:<br>a. Was the disposition consistent with federal regulations? | | | |
| b. What is the status of the proceeds received from the disposal? | | | |
| 11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process? | | | |
| 12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)? | | | |
| 13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:<br>a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## E. EXERCISE

**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number? | | | |
| 3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise? | | | |
| 4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Exercise: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | |
| 7. For Projects with backfill expenditures for Exercise: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |

**E. EXERCISE (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications? | | | |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## F. ORGANIZATION

**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section. | | | |
| 2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense? | | | |
| 3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 4. Did the Subrecipient accurately report the Organization expenditures in their accounting records? | | | |
| 5. For Projects with overtime expenditures for Organization: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.? | | | |

**F. ORGANIZATION (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 6. For Projects with backfill expenditures for Organization: | | | |
| b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation? | | | |
| 7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor? | | | |
| 8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

**ATTACHMENT NO. 2**

# *State Homeland Security Program*
# *Subrecipient Agreement*
# *Grant Year 2022*

## *Between the*

## *County of Los Angeles*

## *and the*

## *City of West Covina*

**SUBRECIPIENT AGREEMENT**
**BETWEEN THE**
**COUNTY OF LOS ANGELES**
**AND THE**
**CITY OF WEST COVINA**

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 the City of West Covina, a public agency (the “Subrecipient”).

W I T N E S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number ) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP 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 address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of $9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of $45,577.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities 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 Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 6, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and 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. City of West Covina, a public agency, having its principal office at _____ _____.

§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, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

| | |
|---|---|
| Name and Title: | |
| Organizational UEI Number: | |
| Address: | |
| City/State/Zip: | |
| Phone: | |
| FAX: | |
| Email: | |

With a copy to*:*

| | |
|---|---|
| Name and Title: | |
| Address: | |
| City/State/Zip: | |
| Phone: | |
| FAX: | |
| Email: | |

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 and Disclosure Regarding Lobbying, attached hereto as Exhibit A 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.

B. 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.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D 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 September 1, 2022 to February 29, 2024, 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 §503, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 SHSP, 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 E.

   Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO 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, CEO 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://sam.gov/search/ 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 CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

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 Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

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. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2022 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO 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 and any added Cal OES requirements. Federal procurement requirements for the 2022 SHSP 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.

L. 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 SHSP 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 or County of Los Angeles 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 CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO 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 CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $45,577.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2022 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, 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 Feedback 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.

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 §503, 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 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.

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. 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 administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

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

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

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

B. Definitions:

1. The term "immediate family" 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 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 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. 93205); 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 (CEQA), 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 Code of Federal Regulations (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 A, 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 2 CFR Part 200; 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. <u>Travel Expenses</u>

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 Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, 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 D. 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 2022 Certification of Grant Assurances in Exhibit D, 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 D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, 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, 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 t may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angles 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 utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY_____ BY_____
CELIA ZAVALA ARLENE BARRERA
Executive Officer, Board of Supervisors Auditor-Controller

APPROVED AS TO FORM

DAWYN R, HARRISON
County Counsel

BY_____
Deputy County Counsel

CITY OF WEST COVINA

BY_____ _____ _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY_____ _____ _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY_____ _____ _____
City Clerk (Signature) (Print Name) Date

# EXHIBITS


Exhibit A…… Certification Regarding Lobbying

A.1……. Disclosure of Lobbying Activities

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

Exhibit C…… Certification Regarding Drug-Free Workplace

Exhibit D…… Certification of Grant Assurances

Exhibit E…… Final Grant Award Letter and Project Worksheet

Exhibit F…… FY 2022 Federal Notice of Funding Opportunity

F.1……. FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity

Exhibit G…… Reimbursement Form and Instructions

Exhibit H……... Monitoring Instrument

# Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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



Initials_____

# Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



Initials_____

# 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.

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.

## DISCLOSURE OF LOBBYING ACTIVITIES

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

**1. Type of Federal Action:**

[B] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

**2. Status of Federal Action:**

[B] a. bid/offer/application
b. initial award
c. post-award

**3. Report Type:**

[A] a. initial filing
b. material change

**For Material Change Only:**

**Year** _____ **Quarter** _____

date of last report _____

**4. Name and Address of Reporting Entity:**

☐ Prime ☑ Subawardee

**Tier, *If known:*** _____

**Congressional District, *if known:*** _____

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

County of Los Angeles
Chief Executive Office - HSGA
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012

**Congressional District, *if known:*** _____

**6. Federal Department/Agency:**

Department of Homeland Security

**7. Federal Program Name/Description:**

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

**8. Federal Action Number, *if known:*** _____

**9. Award Amount, *if known:*** _____

**10. a. Name and Address of Lobbying Entity**
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

**b. Individuals Performing Services**
(last name, first name, MI - include address if different from 10a)

**11. Amount of Payment (check all that apply) :**

_____ ☐ **Actual** ☐ **Planned**

**12. Form of Payment *(check all that apply):***

☐ a. cash
☐ b. in-kind; specify:

**nature** _____ **value** _____

**13. Type of Payment *(check all that apply):***

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

**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:** (attach Continuation Sheet(s) SF-LLL-A, if necessary)

**15. Continuation Sheet(s) SF-LLL-A attached:** ○ Yes ◉ No

**16.** Information requested through this form is authorized by *Title 31 U.S.C. Section 1352*. 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: _____
Name: _____
Title: _____
Telephone: _____ *(area code)*
Date: _____

**Federal Use Only:**

**Authorized for Local Reproduction Standard Form – LLL**

Approved by OMB 0348-0046

**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:

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Standard Form – LLL-A

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

This certification is required by the regulations Implementing Executive Order 12549, Debarment and Suspension, 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

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

## 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 voluntary excluded form 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.

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.

OFFICAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

# 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 _____ *(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 _____ (*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 _____ (*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)]*

# Standard Assurances
# For Cal OES Federal Non-Disaster 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.

**The requirements outlined in these assurances apply to Applicant and any of its subrecipients.**

**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) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) 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/.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

1. **Proof of Authority**
   The Applicant will obtain proof of authority 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;



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

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

**2. Period of Performance**

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

**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 Applicant 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

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. § 200.214 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 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 state and federal statutes relating to non-discrimination, including:



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(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. Part100. 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;



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. 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, 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;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

**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, including:

(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;



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

8. **Audits**
   For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform 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. **Cooperation and Access to Records**
   The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, 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 the Applicant's 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 provides that Applicant shall not 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), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. **Whistleblower Protections**
    The Applicant 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**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 the Applicant or its subrecipients 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 federal award 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;



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(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 (16U.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**

The Applicant is 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**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.

## HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

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

The Applicant must acknowledge its 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.

**22. Activities Conducted Abroad**

The Applicant 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.

**23. 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. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

**24. Copyright**

The Applicant 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**25. 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 the Applicant 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.

**26. Energy Policy and Conservation Act**

The Applicant 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.

**27. Federal Debt Status**

The Applicant is required to be non-delinquent in its 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.

**28. Fly America Act of 1974**

The Applicant 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.

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

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**30. Non-supplanting Requirement**

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

**31. Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is 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.

**32. SAFECOM**

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

**33. Terrorist Financing**

The Applicant 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. The Applicant is legally responsible for ensuring compliance with the Order and laws.

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

If the total value of the Applicant'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, the Applicant 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.



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**35. USA Patriot Act of 2001**

The Applicant 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.

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

The Applicant 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.

**37. Performance Goals**

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

**38. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

**On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.**



Initials _____

# Standard Assurances
# For Cal OES Federal Non-Disaster Grant Programs

**IMPORTANT**
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. 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 Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) 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. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, 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.**

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____



Initials _____

EXHIBIT E

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 24, 2022

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2022-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of $9,481,458.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Due to Los Angeles County's failure to comply with the quarterly drawdown Special Condition for the FY19 HSGP award, the period of performance for Los Angeles County's FY22 award has been shortened to May 31, 2024. The county will be given the opportunity to restore the period of performance to an end date of May 31, 2025, provided that the semi-annual drawdown requirement is met for all three periods within the first eighteen months of the FY22 grant award. A copy of the Special Condition letter for FY 19 has been included for reference.
A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:
IJ# 3 Cybersecurity - $106,000 Project# 25 Chainalysis.
To release this hold, additional information is required for the investments identified which must be submitted in the December 2022 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.
Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia Davenport
Fesia Davenport (Nov 14, 2022 11:23 PST)

Fesia A. Davenport
Los Angeles County

Date

# Project Ledger

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| | |
|---|---|
| **Ledger Type** | **Initial Application** |
| **Date** | **10/25/2022** |

| | |
|---|---|
| **POP Start Date** | 9/1/2022 |
| **POP End Date** | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Project Title | Funding Source | Discipline | Solution Area | Total Budgeted |
|---|---|---|---|---|---|---|
| | | | | | | |
| **IJ.06** | 028 | LE Mobile Data Computers | HSGP-SHSP | LE | Equipment | $ 45,577 |
| | | | | | **Total** | **$ 45,577** |

# Planning

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| Ledger Type | Initial Application |
|---|---|
| Date | 10/25/2022 |

| POP Start Date | 9/1/2022 |
|---|---|
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Planning Activity | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Final Product | Noncompetitive Procurement over $250K | Budgeted Cost |
|---|---|---|---|---|---|---|---|---|---|
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# Organization

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| Ledger Type | Initial Application |
|---|---|
| Date | 10/25/2022 |

| POP Start Date | 9/1/2022 |
|---|---|
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Organization | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Detail | Certification on File | Budgeted Cost |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | $ - |
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## Equipment

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| Ledger Type | Initial Application |
|---|---|
| Date | 10/25/2022 |

| POP Start Date | 9/1/2022 |
|---|---|
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Equipment Description (Include Quantity) | AEL # | AEL Title | Funding Source | Discipline | Solution Area Sub-Category | Deployable / Shareable | Noncompetitive Procurement over $250K | Hold Trigger | Budgeted Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | **$ 45,577** |
| **IJ.06** | 28.00 | Purchase 10 new vehicle-mounted mobile data computers to be mounted to police vehicles, linked to law enforcement databases and regional communications networks. | 04HW-01-MOBL | Computer, mobile data | HSGP-SHSP | LE | Interoperable Communications Equipment | Deployable | No | No Hold Indicated | $ 45,577 |

# Training

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| | |
|---|---|
| **Ledger Type** | **Initial Application** |
| **Date** | **10/25/2022** |

| | |
|---|---|
| **POP Start Date** | 9/1/2022 |
| **POP End Date** | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Course Name | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Feedback Number | Training Activity | Total # Trainee(s) | Identified Host | Noncompetitive Procurement | EHP Hold | EHP Approval Date | Budgeted Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | $ - |
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# Exercise

**West Covina**
**FY 2022 State Home Security Program (SHSP) Projects**
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

| Ledger Type | Initial Application |
|---|---|
| Date | 10/25/2022 |

| POP Start Date | 9/1/2022 |
|---|---|
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Exercise Title | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Date of Exercise | Exercise Type | Identified Host | Date of AAR entered into HSEEP | Noncompetitive Procurement over $250K | EHP Hold | Budgeted Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | $ - |
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# The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program

**Release Date: May 13, 2022**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at Unique Entity Identifier Update | GSA.

Visit Grants.gov for registration information. Detailed information regarding UEI and SAM is also provided in Section D of this funding notice.

Additional Information can be found on Grants.gov.

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9. Program Category
10. Program Overview, Objectives and Priorities
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## B. Federal Award Information

1. Available Funding: $1,120,000,000
2. Projected Number of Awards: 56
3. Period of Performance: 36 months
4. Projected Period of Performance Start Date(s): September 1, 2022
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6. Funding Instrument Type: Grant

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# A. Program Description

## 1. Issued By

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

## 2. Assistance Listings Number

97.067

### 3. Assistance Listings Title

Homeland Security Grant Program

### 4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

### 5. Funding Opportunity Number

DHS-22-GPD-067-000-02

### 6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

### 7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

### 8. Announcement Type

Initial

### 9. Program Category

Preparedness: Community Security

### 10. Program Overview, Objectives and Priorities

### a. Overview

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent,

protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2022-2026 FEMA Strategic Plan outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation[1]. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

### b. Objective

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

### c. Priorities

#### SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1. Enhancing the protection of soft targets/crowded places – 3 percent
2. Enhancing information and intelligence sharing and analysis – 3 percent
3. Combating domestic violent extremism – 3 percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – 3 percent

6. Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1. Effective planning[2]
2. Training and awareness campaigns
3. Equipment and capital projects
4. Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

## National Priorities

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Enhancing Cybersecurity | Cybersecurity<br><br>Intelligence and information sharing<br><br>Planning<br><br>Public information and warning<br><br>Operational coordination<br><br>Screening, search, and detection<br><br>Access control and identity verification<br><br>Supply chain integrity and security<br><br>Risk management for protection programs and activities<br><br>Long-term vulnerability reduction<br><br>Situational assessment<br><br>Infrastructure systems<br><br>Operational communications | Safety and Security | Cybersecurity risk assessments<br><br>Migrating online services to the ".gov" internet domain<br><br>Projects that address vulnerabilities identified in cybersecurity risk assessments<br><br>Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework<br><br>Cybersecurity training and planning |

| | | | |
|---|---|---|---|
| Enhancing the Protection of Soft Targets/ Crowded Places | Operational coordination<br><br>Public information and warning<br><br>Intelligence and information sharing<br><br>Interdiction and disruption<br><br>Screening, search, and detection<br><br>Access control and identity verification<br><br>Physical protective measures<br><br>Risk management for protection programs and activities | Safety and Security | Operational overtime<br><br>Physical security enhancements<br><br>Closed-circuit television (CCTV) security cameras Security screening equipment for people and baggage Lighting Access controls Fencing, gates, barriers, etc.<br><br>Unmanned aircraft system detection technologies |

| | | | |
|---|---|---|---|
| Enhancing information and intelligence sharing and analysis | Intelligence and information sharing<br><br>Interdiction and disruption<br><br>Planning<br><br>Public information and warning<br><br>Operational coordination<br><br>Risk management for protection programs and activities | Safety and Security | Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)<br><br>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities<br><br>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation<br><br>Identification, assessment, and reporting of threats of violence<br><br>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS |

| | | | |
|---|---|---|---|
| Combating Domestic Violent Extremism | Interdiction and disruption<br><br>Intelligence and information sharing<br><br>Planning<br><br>Public information and warning<br><br>Operational coordination<br><br>Risk management for protection programs and activities | Safety and Security | Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats<br><br>Sharing and leveraging intelligence and information, including open-source analysis<br><br>Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists<br><br>Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization<br><br>Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism |

| | | | |
|---|---|---|---|
| Enhancing Community Preparedness and Resilience | Planning<br><br>Public Information and Warning<br><br>Community Resilience<br><br>Risk Management for Protection<br><br>Programs and Activities<br><br>Mass Care Services<br><br>Intelligence and Information Sharing<br><br>Risk and Disaster Resilience Assessment<br><br>Long Term Vulnerability Reduction | Safety and Security | Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment and training aides<br><br>Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity<br><br>Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards<br><br>Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans<br><br>Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households<br><br>Execute *You are the Help Until the Help Arrives* workshops in concert with community-based |

| | | | |
|---|---|---|---|
| Enhancing Election Security | Cybersecurity<br><br>Intelligence and information sharing<br><br>Planning<br><br>Long-term vulnerability reduction<br><br>Situational assessment<br><br>Infrastructure systems | Safety and Security | Physical security planning support<br><br>Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.<br><br>General election security navigator support<br><br>Cyber navigator support<br><br>Cybersecurity risk assessments, training, and planning<br><br>Projects that address vulnerabilities identified in cybersecurity risk assessments<br><br>Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection<br><br>Distributed Denial Of Service protection<br><br>Migrating online services to the ".gov" internet domain |

## Enduring Needs

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Planning | Planning<br><br>Risk management for protection programs and activities<br><br>Risk and disaster resilience assessment<br><br>Threats and hazards identification<br><br>Operational coordination<br><br>Community resilience | Safety and Security | Development of: Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans<br><br>Efforts to strengthen governance integration between/among regional partners<br><br>Joint training and planning with DHS officials and other entities designated by DHS<br><br>Cybersecurity training and planning<br><br>Revision of existing plans to strengthen community resilience in underserved communities |

| | | | |
|---|---|---|---|
| Training & Awareness | Long-term vulnerability reduction<br><br>Public information and warning<br><br>Operational coordination<br><br>Situational assessment<br><br>Community resilience | Safety and Security | Active shooter training<br><br>Intelligence analyst training<br><br>SAR and terrorism indicators/behaviors training<br><br>Security training for employees<br><br>Public awareness/preparedness campaigns<br><br>Joint training and planning with DHS officials and other entities designated by DHS<br><br>Cybersecurity training and planning<br><br>Sharing and leveraging intelligence and information<br><br>Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations |

| | | | |
|---|---|---|---|
| Equipment & Capital Projects | Long-term vulnerability reduction<br><br>Infrastructure systems<br><br>Operational communications<br><br>Interdiction and disruption<br><br>Screening, search and detection<br><br>Access control and identity verification<br><br>Physical protective measures | Safety and Security | Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments<br><br>Physical security enhancements<br><br>Security cameras (CCTV)<br><br>Security screening equipment for people and baggage<br><br>Lighting<br><br>Access Controls<br><br>Fencing, gates, barriers, etc.<br><br>Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities<br><br>Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment |
| Exercise | Long-term vulnerability reduction<br><br>Operational coordination<br><br>Operational communications<br><br>Community resilience | Safety and Security | Response exercises, including exercise planning with community-based organizations |

For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism**. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

### OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

**National Priorities**

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS | Intelligence and information sharing | Safety and Security | Participation in the DHS/ICE 287(g) training program<br><br>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities<br><br>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation<br><br>Identification, assessment, and reporting of threats of violence<br><br>Joint intelligence analysis training and planning with DHS officials and other entities designated |

For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

### 11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

## B. Federal Award Information

### 1. Available Funding

$1,120,000,000

| HSGP Programs | FY 2022 Allocation |
|---|---|
| SHSP | $415,000,000 |
| UASI | $615,000,000 |
| OPSG | $90,000,000 |
| **Total** | **$1,120,000,000** |

**SHSP Allocations**

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four

territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

## FY 2022 SHSP Allocations

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|---|---|---|---|
| Alabama | $4,847,500 | Montana | $4,847,500 |
| Alaska | $4,847,500 | Nebraska | $4,847,500 |
| American Samoa | 1,108,000 | Nevada | $4,847,500 |
| Arizona | $4,847,500 | New Hampshire | $4,847,500 |
| Arkansas | $4,847,500 | New Jersey | $7,074,841 |

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|---|---|---|---|
| California | $57,035,623 | New Mexico | $4,847,500 |
| Colorado | $4,847,500 | New York | $68,033,267 |
| Connecticut | $4,847,500 | North Carolina | $5,085,387 |
| Delaware | $4,847,500 | North Dakota | $4,847,500 |
| District of Columbia | $5,085,387 | Northern Mariana Islands | $1,108,000 |
| Florida | $9,343,905 | Ohio | $6,190,947 |
| Georgia | $5,288,656 | Oklahoma | $4,847,500 |
| Guam | $1,108,000 | Oregon | $4,847,500 |
| Hawaii | $4,847,500 | Pennsylvania | $8,136,252 |
| Idaho | $4,847,500 | Puerto Rico | $4,847,500 |

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|---|---|---|---|
| Illinois | $13,894,910 | Rhode Island | $4,847,500 |
| Indiana | $4,847,500 | South Carolina | $4,847,500 |
| Iowa | $4,847,500 | South Dakota | $4,847,500 |
| Kansas | $4,847,500 | Tennessee | $4,847,500 |
| Kentucky | $4,847,500 | Texas | $18,210,451 |
| Louisiana | $4,847,500 | U.S. Virgin Islands | $1,108,000 |
| Maine | $4,847,500 | Utah | $4,847,500 |
| Maryland | $7,074,841 | Vermont | $4,847,500 |
| Massachusetts | $6,190,947 | Virginia | $8,136,252 |
| Michigan | $5,085,387 | Washington | $6,190,947 |

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|---|---|---|---|
| Minnesota | $4,847,500 | West Virginia | $4,847,500 |
| Mississippi | $4,847,500 | Wisconsin | $4,847,500 |
| Missouri | $4,847,500 | Wyoming | $4,847,500 |
| **Total** | | | **$415,000,000** |

## UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. **THIRA/SPR results do not impact grant allocations or awards.**

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's

UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

## FY 2022 UASI Allocations

| State/Territory | Urban Area | FY 2022 UASI Allocation |
|---|---|---|
| Arizona | Phoenix Area | $5,250,000.00 |
| California | Anaheim/Santa Ana Area | $5,250,000.00 |
| California | Bay Area | $37,049,000.00 |
| California | Los Angeles/Long Beach Area | $67,182,000.00 |
| California | Riverside Area | $3,900,000.00 |
| California | Sacramento Area | $3,800,000.00 |
| California | San Diego Area | $16,696,000.00 |
| Colorado | Denver Area | $3,900,000.00 |
| District of Columbia | National Capital Region | $51,127,000.00 |
| Florida | Miami/Fort Lauderdale Area | $14,750,000.00 |
| Florida | Orlando Area | $3,800,000.00 |
| Florida | Tampa Area | $3,800,000.00 |
| Georgia | Atlanta Area | $6,700,000.00 |
| Illinois | Chicago Area | $67,182,000.00 |
| Indiana | Indianapolis Area | $1,500,000.00 |
| Louisiana | New Orleans Area | $1,500,000.00 |
| Maryland | Baltimore Area | $3,800,000.00 |

| | | |
|---|---|---|
| Massachusetts | Boston Area | $16,900,000.00 |
| Michigan | Detroit Area | $5,250,000.00 |
| Minnesota | Twin Cities Area | $5,250,000.00 |
| Missouri | Kansas City Area | $1,500,000.00 |
| Missouri | St. Louis Area | $3,800,000.00 |
| Nevada | Las Vegas Area | $5,250,000.00 |
| New Jersey | Jersey City/Newark Area | $18,915,000.00 |
| New York | New York City Area | $176,599,000.00 |
| North Carolina | Charlotte Area | $3,800,000.00 |
| Ohio | Cincinnati Area | $1,500,000.00 |
| Ohio | Cleveland Area | $1,500,000.00 |
| Oregon | Portland Area | $3,800,000.00 |
| Pennsylvania | Philadelphia Area | $16,900,000.00 |
| Pennsylvania | Pittsburgh Area | $1,500,000.00 |
| Texas | Dallas/Fort Worth/Arlington Area | $16,900,000.00 |
| Texas | Houston Area | $24,600,000.00 |
| Texas | San Antonio Area | $3,800,000.00 |
| Virginia | Hampton Roads Area | $3,800,000.00 |
| Washington | Seattle Area | $6,250,000.00 |
| **Total** | | **$615,000,000.00** |

## OPSG Allocations

For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal noncitizens, drug trafficking organizations, and noncitizen smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

**2. Projected Number of Awards**

56

### 3. Period of Performance

36 months

### 4. Projected Period of Performance Start Date(s)

September 1, 2022

### 5. Projected Period of Performance End Date(s)

August 31, 2025

### 6. Funding Instrument Type

Grant

## C. Eligibility Information

### 1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under SHSP and OPSG through the SAA.

### 2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2022, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2022, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

### 3. Other Eligibility Criteria

### a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for

progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

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

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of 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 Mitigation Mission Area of the Goal, and fusion centers.

**C. Law Enforcement Terrorism Prevention Activities (LETPA)**

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The Preparedness Grants Manual includes additional information on project selection considerations and allowable activities for LETPA investments.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

#### 4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

## D. Application and Submission Information

### 1. Key Dates and Times

#### a. Application Start Date:

May 13, 2022

#### b. Application Submission Deadline:

June 13, 2022 at 5 p.m. 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 their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding**. FEMA may, however, extend the application deadline on 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, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline**. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

### c. Anticipated Funding Selection Date:

No later than August 17, 2022

### D. Anticipated Award Date:

No later than September 30, 2022

### E. Other Key Dates

| Event | Suggested Deadline for Completion |
|---|---|
| Obtaining an UEI number | Four weeks before actual submission deadline |

| Event | Suggested Deadline for Completion |
|---|---|
| Obtaining a valid Employer Identification Number (EIN) | Four weeks before actual submission deadline |
| Creating an account with login.gov | Four weeks before actual submission deadline |
| Registering in SAM or updating SAM registration | Four weeks before actual submission deadline |
| Registering in Grants.gov | Four weeks before actual submission deadline |
| Starting application in Grants.gov | One week before actual submission deadline |
| Submitting the final application in ND Grants | By submission deadline |

### 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

### 3. Address to Request Application Package

See the Preparedness Grants Manual for requesting and submitting an application.

Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

## 4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
11. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, 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.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

### 5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

### 6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

## 7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, applicants can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

## 8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by 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, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non- disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov.

Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

## 9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. 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. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

## 10. Content and Form of Application Submission

### a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at https://www.grants.gov/web/grants/forms/sf-424-family.html.

## I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

## II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
  - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
  - **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
  - **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be

available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non- construction forms.

### b. Program-Specific Required Forms and Information

#### I. IJ Development: SHSP and UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total

SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2023. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

**II. Development of Investments and Projects: SHSP and UASI**

- Applicants must propose at least four and may include up to 12 investments.

- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.

- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

**III. National Priority Area Investments: SHSP and UASI**

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Soft Targets/Crowded Places (3 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to

enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Information and Intelligence Sharing (3 percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and

operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism (3 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent

extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through Center for Prevention Programs and Partnerships | Homeland Security (dhs.gov).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive

HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

Additional resources and information regarding cybersecurity are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's 2021 National Household Survey recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through Individuals and Communities | FEMA.gov.

- **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.

If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

## IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

### *Sample Fusion Center Funding Itemization*

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

*The X Fusion enhancement project will fund:*

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

| Solution Area and Amount of Proposed Funding | Percent of Proposed Funding |
|---|---|
| Planning: $10,000 | 2% |
| Organization: $200,000 | 48% |
| Equipment: $200,000 | 48% |
| Training: $10,000 | 2% |
| Exercises: $0 | 0% |
| Total: $420,000 | 100% |

## V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area.

## VI. Development of Concept of Operations for OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other

local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

**OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:**

- **Information and Intelligence Sharing and Cooperation** Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of,

preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence. Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

**VII. Detailed Budget**

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

**11. Other Submission Requirements**

**Fusion Center Investments**

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.

**Emergency Communications Investments**

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.

## 12. 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 https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf ).

## 13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the 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 awards, 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. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

### a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1, or superseding document.

Additional guidance is available Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

**Effective August 13, 2020**, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

## II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

### b. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR 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.

### c. Management and Administration (M&A) Costs

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the Preparedness Grants Manual for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

- Total award: $6,000,000
- SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
- M&A Maximum: $300,000 (5 percent of $6,000,000)
- Maximum M&A for SHSP = $50,000
- Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
- Maximum M&A for UASI = $125,000

SAA 2:

- Total award: $4,500,000
- SHSP: $3,500,000 OPSG: $1,000,000
- M&A Maximum: $225,000 (5 percent of $4,500,000)
- Maximum M&A for SHSP = $175,000
- Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2022 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

### D. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further

instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

## E. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

## F. Other Direct Costs

### I. Planning

Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

### II. Organization

Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

### III. Equipment

Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment** HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[3] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[4] engaged in homeland security program activity.

- **Controlled Equipment** For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is “prohibited” and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals’ privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized

aircraft, vessels, or vehicles of any kind with weapons installed.

### IV. Training

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

### V. Exercises

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

### VI. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the Preparedness Grants Manual for more information.

### VII. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the Preparedness Grants Manual for more information.

### VIII. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

## IX. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D. Please see the Preparedness Grants Manual for more information.

## X. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the Preparedness Grants Manual for more information.

## XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

## XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

## Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs,

please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

TABLE

[1] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[2] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

# E. Application Review Information

## 1. Application Evaluation Criteria

### a. Programmatic Criteria

#### I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

#### II. Application Evaluation Criteria

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

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.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

### b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including

whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, 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 award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

### c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, 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 C.F.R. § 200.206.

## 2. Review and Selection Process

### I. SHSP and UASI

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Emergency Communications Division (ECD) to verify compliance with SAFECOM guidance. FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

**Additional Effectiveness Evaluation Criteria for the National Priority Areas**

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

**SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.**

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

**II. OPSG**

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

## F. Federal Award Administration Information

### 1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the Preparedness Grants Manual for information on Notice of Award.

### 2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

**Four criteria must be met to pass-through grant funds:**

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

**Timing and Amount**

The SAA must pass-through at least 80 percent of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants

system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

## Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of

both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding**.

**Additional OPSG Requirements**

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

### 3. Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM Guidance on Emergency Communications Grants

### a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

### b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Recipients must complete the DHS Civil Rights Evaluation Tool within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the DHS Standard Terms and Conditions of Award. Additional information on civil rights provisions is available at https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance and https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that

have been denied such treatment.

### c. 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 historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

FEMA grant funding for new construction or substantial improvement must comply with Executive Order (EO) 14030, Climate-Related Financial Risk and applicable FEMA implementing policies in place at the time of disbursement, including FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov) or superseding policies.

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

### d. National Incident Management System (NIMS) Implementation

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance on Emergency Communications Grants*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
  - All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
  - By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

### 4. Reporting

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

See the Preparedness Grants Manual for information on reporting requirements.

### 5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or

desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual for information on monitoring and oversight.

## G. DHS Awarding Agency Contact Information

### 1. Contact and Resource Information

#### a. Program Office Contact

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

#### b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, 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 e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

#### c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

### d. Equal Rights

The FEMA Office of Equal Rights (OER), in coordination with the DHS Office for Civil Rights and Civil Liberties, is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

### e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

## 2. Systems Information

### a. Grants.gov

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

### b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhsgov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at https://www.fema.gov/grants/guidance-tools/non- disaster-grants-management-system

### c. Payment and Reporting System (PARS)

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

## H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

### 1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2

C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

### a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non- responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

### b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

### c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

## 2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

## 3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

**Footnotes**

1. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

2. Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

3. Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

4. This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

# Fiscal Year 2022
# Homeland Security Grant Program

## *California Supplement to the Federal Notice of Funding Opportunity*

*September 2022*

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**Federal Program Announcement**

In May 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the *FEMA Preparedness Grants Manual*.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.

**Information Bulletins**

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

**Grant Management Memoranda**

Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.

**Purpose of the California Supplement**

The FY 2022 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA *Preparedness Grants Manual*. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 HSGP and highlight additional California policies and requirements applicable to FY 2022 HSGP.

**Eligible Subrecipients**

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

**Tribal Allocations**

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

**Subrecipient Allocations**

FY 2022 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

**Supplanting**

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

**Public/Private Organizations**

Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

**Debarred/ Suspended Parties**

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Key Changes to the FY 2022 HSGP**

**National Priority Areas**: There are six National Priority Areas (NPAs) for FY 2022 compared to five in FY2021: one NPA was removed and two were added. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- **NEW**: Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- **NEW**: Enhancing election security – no minimum requirement.

**Unique Entity Identifier:** Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI.

**Law Enforcement Terrorism Prevention Activities:** Increased from 25% to 30% of the subaward.

**Investment Justifications:** Investments are updated for FY 2022.

**Build America, Buy America Act (BABAA):** The BABAA requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

**For FY22 Awards, the BABAA requirement is waived.**

**FY 2022 National Priorities**

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. 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 concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assess changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2022, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – no minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 12% is required in minimum spending across four NPAs, as noted above, the remaining 18% can be allocated across any of the six NPAs. Election security and Enhancing Cybersecurity do not require a minimum allocation.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

**FY 2022 National Priorities (cont.)**

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.

- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

**FY 2022 National Priorities (cont.)**

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2022 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.

- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each national priority is included in the FY 2022 HSGP NOFO (Section A).

**National Campaigns and Programs**

**Whole Community Preparedness** – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, 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.

**National Campaigns and Programs (cont.)**

**Active Shooter Preparedness** – DHS developed a comprehensive Active Shooter Preparedness website, which strives 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. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

**Soft Targets and Crowded Places** – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting 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, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering . For more information, please see DHS's Hometown Security Program.

**Community Lifelines** – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

**Strategic Framework for Countering Terrorism and Targeted Violence** – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

**Countering Violent Extremism (CVE) Training -** Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

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| **National Cybersecurity Review** | The National Cybersecurity Review (NCSR) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and December 2022.<br><br>The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.<br><br>Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.<br><br>The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in IB 439 and 429a. |
| **NIMS Implementation** | Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS). |
| **Law Enforcement Terrorism Prevention Activities** | A minimum of 30% of the total subaward amount must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). Activities outlined in the National Prevention Framework and National Protection Framework are eligible for use of LETPA-focused funds. Additionally, investments that support LETPA can also support an NPA. All other terrorism prevention activities proposed for funding under LETPA must be formally pre-approved by FEMA. Refer to IB 473 for additional information. |
| **Management and Administration** | The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2022 HSGP. |
| **Indirect Costs** | Indirect costs are allowable under the FY 2022 HSGP Grant Award. Subrecipients who claim indirect costs may do so, provided they use one of the following two methods: |

**Indirect Costs (cont.)**

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

2. Subrecipients who have never received a negotiated indirect cost rate and receive *less than* $35 million in *direct* federal funding per year may claim the 10% de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in 2 C.F.R. § 200.1 and Subpart E.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the Financial Management Forms Workbook (FMFW) on the Indirect cost category ledger if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to $25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on MTDC.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

**Organization Costs - Overtime**

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the *Preparedness Grants Manual*, all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

**Organization Costs – Overtime (cont.)**

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via the Allowability Request Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity. ***All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.***

**Personnel Cap**

Pursuant to 6 U.S.C. § 609(b), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see IB 421b for more information on the waiver process.

**Equipment Typing/ Identification and Use**

Allowable HSGP equipment is listed on the FEMA Authorized Equipment List (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The FEMA Resource Typing Library Tool (RTLT) can be used to help determine the type and capability.

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| **Equipment Typing/ Identification and Use (cont.)** | Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the Preparedness Grants Manual for additional information.<br><br>Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment. |
| **Equipment Maintenance/ Sustainment** | Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate (GPD) Policy FP-205-402-125-1. |
| **Emergency Communications Projects** | All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan. |
| **Telecom Equipment and Services Prohibitions** | Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA) and 2 C.F.R. § 200.216 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:<br><br>1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);<br>2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);<br>3) Telecommunications or video surveillance services provided by such entities or using such equipment; or |

**Telecom Equipment and Services Prohibitions (cont.)**

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see FEMA Policy #405-143-1 for additional information.

**Small Unmanned Aircraft Systems**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with IB 426 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for 03OE-07-SUAS details questions that must be included in the Aviation Request justification. Please reference Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems and contact your Program Representative for additional information.

**Emergency Operations Plans**

Subrecipients must update their Emergency Operations Plan at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0.

**Conflict of Interest**

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

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

**BABAA**

The BABA Act requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." **For FY 2022 this requirement has been waived.** Additional information for the BABA Act is available here.

**FY 2022 Investments**

The State prioritized the following investment strategies for the FY 2022 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

**California Homeland Security Strategy Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

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| **State Initiative Funding** | For FY 2022, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives. |
| **"On Behalf Of"** | Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner. |
| **Public Alert and Warning** | Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines, developed pursuant to Senate Bill 833 of the 2018 Legislative Session. |

**Financial Management Forms Workbook**

The FY 2022 Cal OES FMFW includes:

**Grant Subaward Face Sheet** – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

**Authorized Body of 5** – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

**Project Ledger** – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, grant subaward modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

**Planning Ledger** – Provides detailed information on grant-funded planning activities with a final product identified.

**Organization Ledger** – Provides detailed information on grant-funded organizational activities.

**Equipment Ledger** – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

**Training Ledger** – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

**Exercise Ledger** – Provides detailed information on grant-funded exercises.

**M&A Ledger** – Provides information on grant-funded M&A activities.

**Financial Management Forms Workbook (cont.)**

**Indirect Costs Ledger** – Provides information on indirect costs.

**Consultant-Contractor Ledger** – Provides detailed information on grant-funded consultants and contractors.

**Authorized Agent Page** – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient Grants Management Assessment**

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment Form contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application Attachments**

**Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure** – Use the FFATA Financial Disclosure Form to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

**Certification Regarding Lobbying** – Use the Certification Regarding Lobbying Form to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

**Intelligence Analysts Certificates** – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

**UASI Footprint (UASIs Only)** – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

**UAWG Member Roster (UASIs Only)** – A list of all current UAWG members with positions or titles.

**Application Attachments (cont.)**

**Indirect Cost Rate Agreement** – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

**Standard Assurances**

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the FY 2022 Standard Assurances as part of their FY 2022 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

**NOTE:** Self-created Standard Assurances will not be accepted.

**Operational Areas and Urban Areas**

**Governing Body Resolution** – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2021, FY 2022, FY 2023); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

**Authorized Agent Information** – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

**Operational Areas and Urban Areas (cont.)**

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

**Operational Areas Only**

**Approval Authority Body** – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

**Urban Areas Only**

**Urban Area Working Groups (UAWGs)** – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria is found in the FEMA *Preparedness Grants Manual*.

**THIRA** – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

**Urban Areas Only (cont.)**

**SPR** – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion Centers Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State Agencies and Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

**Application Submission**

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2022 HSGP Timeline, referenced as Attachment B.

**Late or Incomplete Application**

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

**HSGP Contact Information**

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building E)
Homeland Security Grants Unit
3650 Schriever Avenue
Mather, CA 95655

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| Darlene Arambula | (916) 845-8427 |
| Christopher Camacho | (916) 845-8789 |
| Laura Halverstadt | (916) 845-8899 |
| Antoinette Johnson | (916) 845-8260 |
| Jim Lane | (916) 845-8428 |
| Vidal Lopez | (916) 845-8744 |
| Abigayle Tirapelle | (916) 845-8400 |

The Program Representative Regional Assignments Map is available at the Cal OES website under "Regional Assignments".

**Subaward Approval**

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

**Payment Request Process**

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

**Advances and Interest Earned on Advances**

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to $500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

**Semi-Annual Drawdown Requirements**

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

**Modifications**

Post-award budget and scope modifications must be requested using the Cal OES HSGP FMFW v1.22, signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

**Modifications (cont.)**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference GMM 2018-17 for additional information regarding modification requests.

**Modifications to National Priority Projects have additional restrictions as indicated below:**

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

**Training**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a "placeholder" for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible "placeholder" for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a Training Request Form and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (805) 594-2500.

**Exercises, Improvement Plans, and After-Action Reporting**

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

**Procurement Standards and Written Procedures**

Subrecipients must conduct procurement utilizing documented local government procurement standards and procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever is more strict. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

**Procurement Thresholds**

Effective June 20, 2018, the micro-purchase threshold was increased from $3,500 to $10,000 and the simplified acquisition threshold was increased from $150,000 to $250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to IB 434 for additional information.

**Procurement Documentation**

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Documentation that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

**Noncompetitive Procurement**

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and GMM2021-05 for additional guidance.

**Performance Bond**

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant performance period.

**Performance Bond (cont.)**

Cal OES requires Subrecipients obtain a performance bond for any equipment item over $250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

**Environmental Planning and Historic Preservation**

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

EHP Screening Requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

**Construction and Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

**Construction and Renovation (cont.)**

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients 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 like the contract work in the civil subdivision of the state in which the work is to be performed.

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

***Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any HSGP funds for construction or renovation.**

**Inventory Control and Property Management**

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

**Equipment Disposition**

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See 2 C.F.R. § 200.313(e).

**Performance Reporting**

Subrecipients must complete a Biannual Strategic Implementation Report (BSIR) each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT.

To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

**Extension Requests**

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

**Extension Requests (cont.)**

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
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 each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

**Progress Reports on Grant Extensions**

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

**Monitoring**

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

**Monitoring (cont.)**

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
- Standard Assurances, and
- Information provided on performance reports and payment requests

**NOTE**: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

**Failure to Submit Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a "hold" placed on any future reimbursements.

**Suspension/ Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

**Suspension/ Termination (cont.)**

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the
- grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

**Closeout**

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

**Records Retention**

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

**Records Retention (cont.)**

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.336.

# Attachment A – FY 2022 HSGP Final Allocations | 2022

*SHSP allocations reflect National Priority Area project adjustments

| State Homeland Security Program (SHSP) | | | | |
|---|---|---|---|---|
| Operational Area | Total Award | | Operational Area | Total Award |
| ALAMEDA | 1,650,796 | | ORANGE | 3,091,412 |
| ALPINE | 76,144 | | PLACER | 465,163 |
| AMADOR | 113,439 | | PLUMAS | 93,069 |
| BUTTE | 267,310 | | RIVERSIDE | 2,398,206 |
| CALAVERAS | 117,971 | | SACRAMENTO | 1,578,910 |
| COLUSA | 90,054 | | SAN BENITO | 137,459 |
| CONTRA COSTA | 1,178,218 | | SAN BERNARDINO | 2,161,778 |
| DEL NORTE | 100,963 | | SAN DIEGO | 3,210,706 |
| EL DORADO | 256,681 | | SAN FRANCISCO | 878,889 |
| FRESNO | 1,039,637 | | SAN JOAQUIN | 823,129 |
| GLENN | 203,261 | | SAN LUIS OBISPO | 342,776 |
| HUMBOLDT | 203,934 | | SAN MATEO | 785,320 |
| IMPERIAL | 246,059 | | SANTA BARBARA | 499,634 |
| INYO | 93,103 | | SANTA CLARA | 1,882,403 |
| KERN | 942,855 | | SANTA CRUZ | 329,270 |
| KINGS | 220,013 | | SHASTA | 247,206 |
| LAKE | 126,761 | | SIERRA | 78,080 |
| LASSEN | 94,530 | | SISKIYOU | 116,808 |
| LOS ANGELES | 9,481,458 | | SOLANO | 501,616 |
| MADERA | 225,137 | | SONOMA | 671,457 |
| MARIN | 320,277 | | STANISLAUS | 599,127 |
| MARIPOSA | 91,259 | | SUTTER | 169,573 |
| MENDOCINO | 160,849 | | TEHAMA | 137,052 |
| MERCED | 346,225 | | TRINITY | 90,284 |
| MODOC | 83,289 | | TULARE | 528,108 |
| MONO | 87,762 | | TUOLUMNE | 127,742 |
| MONTEREY | 488,715 | | VENTURA | 870,206 |
| NAPA | 0 | | YOLO | 285,965 |
| NEVADA | 171,573 | | YUBA | 148,878 |
| | | | *Total | 41,728,499 |

| Fusion Centers | |
|---|---|
| **Region** | **Total Award** |
| **SAN FRANCISCO BAY AREA** | 1,792,050 |
| **SACRAMENTO/CENTRAL VALLEY AREA** | 2,565,000 |
| **GREATER LOS ANGELES AREA** | 2,887,500 |
| **SAN DIEGO AREA** | 2,047,500 |
| **ORANGE AREA** | 835,000 |
| ***Total** | **10,127,050** |

| Urban Areas Security Initiative (UASI)<br>*A minimum of 30% of UASI funding must be for Law Enforcement Terrorism Prevention | | | |
|---|---|---|---|
| **Urban Area** | **Federal Allocation to State** | **Allocation to UASI** | **State Initiatives** |
| **ANAHEIM/SANTA ANA AREA** | 5,250,000 | 4,278,750 | 971,250 |
| **BAY AREA** | 37,049,000 | 30,194,935 | 6,854,065 |
| **LOS ANGELES/LONG BEACH AREA** | 67,182,000 | 54,753,330 | 12,428,670 |
| **RIVERSIDE AREA** | 3,900,000 | 3,178,500 | 721,500 |
| **SACRAMENTO AREA** | 3,800,000 | 3,097,000 | 703,000 |
| **SAN DIEGO AREA** | 16,696,000 | 13,607,240 | 3,088,760 |
| **Total** | **133,877,000** | **109,109,755** | **24,767,245** |

## Attachment B: FY 2022 HSGP Timeline | 2022

| | |
|---|---|
| DHS/FEMA Announcement of 2022 HSGP | May 13, 2022 |
| Cal OES Application Due to DHS | June 13, 2022 |
| DHS Award to California | September 2022 |
| Subrecipient period of performance begins | September 1, 2022 |
| 2022 HSGP California Supplement release | September 2022 |
| Subrecipient Workshops | September 2022 |
| Subrecipient Awards (45 days from DHS award) | October 2022 |
| Subrecipient Final Applications Due to Cal OES | December 31, 2022 |
| Subrecipient period of performance ends | May 31, 2025 |
| Final Cash Requests due to Cal OES | Within twenty (20) calendar days after end of grant |
| Cal OES's period of performance ends | August 31, 2025 |

# Attachment C: FY 2022 HSGP Application Checklist | 2022

**Subrecipient:** _____ **FIPS#:** _____

**Program Representative:** _____

**Financial Management Forms Workbook:**

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Ledger
- ☐ Organization Ledger
- ☐ Equipment Ledger
- ☐ Training Ledger
- ☐ Exercise Ledger
- ☐ Consultant/Contractor Ledger
- ☐ Management & Administration Ledger
- ☐ Indirect Cost Ledger
- ☐ Authorized Agent Sheet

**Attachments:**

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances (Signed Originals)
- ☐ FFATA Certification
- ☐ Lobbying Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

**UASI Only:**

- ☐ UASI Footprint
- ☐ UAWG Roster

**State Agencies and Tribes Only:**

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

**For Cal OES Use Only**

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

## SHARED SERVICES DIVISION

# GRANT PAYMENT REQUEST

## SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

**Grants@auditor.lacounty.gov**

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

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

**1.** Grant Name & Year:

## SECTION B: SUB-RECIPIENT'S INFORMATION

| | | |
|---|---|---|
| 1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered 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 PAYMENT REQUEST INFORMATION

| **1. SOLUTION AREA** (e.g. equipment, training, planning, exercise, organization) | **2. PROJECT #** (e.g. 011.22) | **4. EHP required?** (Environmental & Historic Preservation) | | **5. VENDOR'S INVOICE #** (**Maximum of 5 invoices**) | **6. PURCHASE METHOD (including Training)** | | | **7.CLAIM AMOUNT** (indicate the amount per each line) |
|---|---|---|---|---|---|---|---|---|
| | | **No** | **Yes** (attach State Approval) | | **If Competitive, indicate the # of bids.** | **Non-Competitive Bid** | **Sole Source** | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | **8. TOTAL** | $ | - |

## SECTION D: SUB-RECIPIENT'S CERTIFICATION

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) is 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: _____

## SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

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

Revised on December 2019

**COUNTY OF LOS ANGELES**
**DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION**

## INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

**Purpose of these instructions:**

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

## SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests 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.

## SECTION B: SUB-RECIPIENT'S INFORMATION

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Please enter the name of the agency requesting for payment. 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 L.A. County departments.

**3.** Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.

**4.** Please enter the information of the person that can assist us with detail claim questions.

## SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

**2.** Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

**4.** Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

a) ☐ **State EHP Approval:** if required by the state for your claim.

**SECTION C:** (Continued)

**5.** If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) ☐ **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 #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) ☐ **Copy of the purchase order**

c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

e) ☐ **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.

f) ☐ **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.

g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

**6.** If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

**7.** Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

**8.** Enter the "Total Amount" by adding the subtotal claims included in each line.

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

**The following numerals provide the instructions to fill in the corresponding numeral in the form:**

**1.** Please read and check the box provided if you are an authorized signor.

**2.** Please read and check the box provided if you are an authorized signor.

**3.** Please sign the Grant payment request if you are an authorized signor of your agency.

**4 & 5.** 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 ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

**For Equipment Claims**:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. [*1] Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

**You need to inform us of any changes on the items above [*1]. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.**

**For Training Claims**:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, 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. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **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 (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes 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 ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**

g) ☐ **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.

h) ☐ **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 approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **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.

j) ☐ **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.

k) ☐ **Roster of 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 Claims:**

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Exercise Claims:**

a) ☐ **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 the ODP Portal (see link below), within 90 days after 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.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Organization Claims: Please see above b) and c) under Exercise Claims**

## GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

**GRANT NAME:**
**SUB-RECIPIENT:** _____
**DATE OF REPORT:** _____



| Grant Year | Project Number | AEL No. | Description of Property | Serial # or Other ID # | SAFECOM Consult (Yes/No/NA) | Source of Property (SHSP or EMPG Grant Program) | Department (Title Holder) | Vendor Name | Invoice Number | Acquisition Date | Acquisition Cost | % of FED Participation | Location | Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost, | Disposition Date | Disposition Sale Price |
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N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

# Equipment Inventory Listing
# Procedures for Completion

**OBJECTIVE:** To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

| Field | Date Element | Procedure |
|---|---|---|
| (1) | Grant Name | SHSP or EMPG |
| (2) | Sub-Recipient | Name of your agency |
| (3) | Date of Report | Date report completed {1} |
| (4) | Grant Year | Grant Year of funds used to purchase equipment |
| (5) | Project # | Project Number (from Grant Workbook Project Sheets) |
| (7) | AEL No. | Authorized Equip Listing No (from Grant Workbook) |
| (8) | Description | Description of the equipment |
| (9) | Serial # or Other ID # | Serial # or Other identification # used |
| (10) | Safecom consult | Fill out either by Yes, No, or N/A |
| (11) | Source of Property | Funding source, i.e, SHSP, EMPG, etc. |
| (12) | Title Holder | Name of agency (City/Department) |
| (13) | Vendor Name | Name of the vendor |
| (14) | Invoice Number | Invoice number |
| (15) | Acquisition Date | Date equipment acquired |
| (16) | Acquisition Cost | Cost of the individual equipment item |
| (17) | % of Fed Part | Fed participation in the cost of equipment |
| (18) | Location | Location of equipment |
| (19) | Use & Condition | Use & condition {2} |
| (20) | Disposition data | Date of disposition |
| (21) | Sale Price | Sale price, If applicable, or N/A for not applicable |

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

**Training Summary Sheet**

**Grant Name** _____
**Jurisdiction Name:** _____
**Training Provider:** _____
**OHS Approved Course Title:** _____
**Non-SLGCP Course Title & OHS Tracking No.** _____
(requires pre-approval thru OEM)
**Date of Course:** _____
**Class/ Exercise Duration/Hours:** _____

| | EMP NO. | EMPLOYEE NAME | ASSIGNMENT | TITLE | TRAINING REQUEST # (for Training only) | TRAINING START DATE | TRAINING END DATE | SALARY | OT HOURS | REG RATE | OT RATE | OT PAY | Are you claiming for Employee Benefits? | Employee Benefits Rate | CLAIM TOTAL |
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Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| PLANNING ROSTER | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project | Planning Activity | Solution Area Sub-Category | Discipline | Funding Source | Total Cost | Total Claimed | Cash Request Number | Final Product | | | | |
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Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| EXERCISE ROSTER | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project | Exercise Title | Funding Source | Solution Area Sub-Category | Discipline | Cash Request Number | Total Cost | Total Claimed | Conducted By | Date of Exercise | Exercise Type | Exercise Role | Date AAR entered into HSEEP |
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Authorized Signature

Print Name and Title

Date

## 8. Notes on Personnel Cost:

**In general, costs associated with:**

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

**The following examples would not count towards the personnel cap:**

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

**The following examples would count towards the personnel cap:**

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

| Project | Employee Name | Project / Deliverable | Funding Source | Discipline | Solution Area | Solution Area Sub Category | Dates of Payroll Period | Total Salary & Benefits charged for this Reporting Period | Total Project Hours | REIMB Request # | Total Cost Charged to Grant |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | - | - | N/A | - |
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***Subrecipient Monitoring Instrument***

**Subrecipient Monitoring Instrument**

**PROJECT TITLE**

Los Angeles County State Homeland Security Program
Monitoring Reports

## A. FINANCIAL REPORTING REQUIREMENTS

**Objective**

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

| | Verification | Yes | No | Comment |
|---|---|---|---|---|
| 1. | Was a Single Audit completed for Grant Year 2014-15 and 2015-16? | | | |
| 2. | If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit? | | | |
| 3. | Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B. | | | |
| 4. | Did the Subrecipient develop a corrective action plan that addresses the finding(s)? | | | |
| 5. | Did the Subrecipient send a copy of a corrective action plan to the HSGA? | | | |
| 6. | Did the Subrecipient implement the corrective action plan? | | | |

**B. TRAINING**

**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number? | | | |
| 3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training? | | | |
| 4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Training expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Training: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |

**B. TRAINING (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 7. For Projects with backfill expenditures for Training: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |
| c. Did the Subrecipient accurately report the expenditures in their accounting records? | | | |
| 8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## C. PLANNING

**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced? | | | |
| 3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets? | | | |
| 4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Planning expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Planning: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |

**C. PLANNING (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |
| 7. For Projects with backfill expenditures for Planning: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | |
| 8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA: | | | |
| a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## D. EQUIPMENT

**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient maintain invoices to support the Equipment expenditures? | | | |
| 3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"? | | | |
| 4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records? | | | |
| 5. Did the Subrecipient maintain an Equipment inventory that listed the following:<br>a) Description of Equipment,<br>b) Serial number or other identification number,<br>c) AEL number,<br>d) Fund/source/grant year,<br>e) Title holder,<br>f) 100 percent of federal participation. If no, then identify percentage,<br>g) Acquisition date,<br>h) Acquisition cost,<br>i) Quantity,<br>j) Equipment location,<br>k) Use and condition of Equipment,<br>l) Disposal date and sale price of the Equipment | | | |
| 6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years? | | | |

**D. EQUIPMENT (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 7. Was the Equipment physically inspected to ensure:<br>a. The Equipment existed and agreed to inventory listing?<br>b. The Equipment worked and adequately trained staff are available to operate the Equipment? | | | |
| 8. Did the Subrecipient maintain Equipment in a secure location? | | | |
| 9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes? | | | |
| 10. For Equipment disposal, if any:<br>a. Was the disposition consistent with federal regulations?<br>b. What is the status of the proceeds received from the disposal? | | | |
| 11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process? | | | |
| 12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)? | | | |
| 13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:<br>a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.<br>b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## E. EXERCISE

**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number? | | | |
| 3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise? | | | |
| 4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Exercise: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | |
| 7. For Projects with backfill expenditures for Exercise: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |

**E. EXERCISE (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications? | | | |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

## F. ORGANIZATION

**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| Verification | Yes | No | Comments |
|---|---|---|---|
| 1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section. | | | |
| 2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense? | | | |
| 3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 4. Did the Subrecipient accurately report the Organization expenditures in their accounting records? | | | |
| 5. For Projects with overtime expenditures for Organization: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.? | | | |

**F. ORGANIZATION (Continued)**

| Verification | Yes | No | Comments |
|---|---|---|---|
| 6. For Projects with backfill expenditures for Organization: | | | |
| b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation? | | | |
| 7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor? | | | |
| 8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

**ATTACHMENT NO. 3**

**RESOLUTION NO. 2023-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF 2021 AND 2022 STATE HOMELAND SECURITY GRANTS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE ALL GRANT AGREEMENTS AND RELATED ASSURANCES**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

**WHEREAS**, the U.S. Department of Homeland Security, through the Office of Grants and Training, has provided financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (Cal OES); and

**WHEREAS,** the Cal OES provides said funds to the County of Los Angeles, as its subgrantee, and the County of Los Angeles is responsible for managing and overseeing the SHSP funds that are distributed to other jurisdictions within Los Angeles County; and

**WHEREAS,** for Grant Year 2021, the City is eligible to receive $72,000.00 in SHSP grant funds; and

**WHEREAS,** for Grant Year 2022, the City is eligible to receive $45,577.00 in SHSP grant funds; and

**WHEREAS**, to receive the SHSP grant funds, the City is required to enter into Subrecipient Agreements with the County of Los Angeles and make assurances in connection therewith; and

**WHEREAS**, the City Council desires to approve the 2021 and 2022 SHSP applications and grant awards and authorize the Acting City Manager to execute all required agreements and make all required assurances.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the application for and acceptance of the 2021 and 2022 State Homeland Security Program grants.

**SECTION 2.** The City Council hereby authorizes the Acting City Manager to execute any and all grant agreements for the 2021 and 2022 State Homeland Security Program grants, in such form as approved by the City Attorney, including, but not limited to, the Subrecipient Agreements with the County of Los Angeles, and all assurances required in connection therewith. The City Council further authorizes the City Manager to accept and

appropriate additional funds made available to the City through the 2021 and/or 2022 State Homeland Security Program grants and execute any documents required to accept and/or expend such additional funds, in such form as approved by the City Attorney and the Finance Director.

**SECTION 3.** The City Council hereby agrees as follows for the 2021 and 2022 State Homeland Security Program grants:

a. To provide all matching funds required for the grant project(s) and that any cash match will be appropriated as required;
b. Any liability arising out of the performance of the agreement(s) shall be the responsibility of the City and the City Council;
c. Grant funds shall not be used to supplant expenditures controlled by the City Council;
d. The City is authorized by the City Council to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project(s) described in the application(s); and
e. Official executing the agreement(s) is authorized by the City.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 6th day of June, 2023.

Rosario Diaz
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-57 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of June, 2023, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF CONTINUED POLICE COMPUTER TECHNOLOGY SERVICES**

## RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Authorize the Acting City Manager to execute an agreement with SDI Presence LLC, in an annual amount up to $250,000, for a term of three years (with the option of two one-year extensions), for continued specialized computer technology services for the Police Department, using available federal equitable sharing funds (in Fund 117), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager to negotiate and execute future amendments exercising the extension options.

## BACKGROUND:

Information technology is a sophisticated and essential tool for municipal public safety departments. The federal government mandates heightened Criminal Justice Information Services (CJIS) computer protocols specifically for law enforcement databases and computer operations.

## DISCUSSION:

The West Covina Police Department has contracted for specialized computer technology services for several years, using federal equitable sharing funds. Those professional, specialized services include computer Information Technology (IT) and infrastructure support, and administrative and technical services related to the Computer Aided Dispatch and Records Management System (CAD-RMS) products and partnerships of the West Covina Service Group (WCSG). The City Council most recently approved a two-year service agreement for these services on June 15, 2021 (Agenda Item #12), and it is now time for a new service agreement.

Previous agreements were with Scientia Consulting Group. During the term of this latest two-year agreement, Scientia Consulting Group was taken over by SDI Presence LLC. The Scientia staff, with specialized expertise specific to law enforcement computer operations, and with intimate knowledge of WCPD's computer systems, all moved seamlessly to SDI Presence. The performance of these specialized services by SDI Presence staff for WCSG and the Police Department has been outstanding. In recent years, SDI Presence staff successfully delivered a large range of information technology services, including the following:

- Design, configuration, and installation of computer network hardware and software solutions, including updated wiring
- Implementation of improved data backup system. This system has allowed WCPD to weather ransomware and other cyber attacks
- Interfaces with vehicle-mounted mobile computers
- Maintenance of critical computer infrastructure including servers, routers, firewalls, etc.
- Managing security and encryption protocols
- Implementation of a Virtual Desktop Infrastructure (VDI) storage solution
- Improvements to security and encryption protocols as mandated by the federal Criminal Justice Information Services (CJIS) Security Policy
- Implemented cost-saving improvements including a new cellular data provider specific to the Department's vehicle-mounted mobile data computers (MDCs)
- CAD-RMS data conversion, facilitating the CAD-RMS partnership with a private company
- Implementation of new CAD-RMS products, for West Covina, and other partnering agencies/clients
- Implementation of new software for the Police Station security camera system

Additionally, SDI Presence staff are currently working on vitally important projects that will be implemented in the next year at the Police Department. These include new body-worn and in-car camera systems, and new mobile data computers.

It is vital to the ongoing computer operations of the WCSG and Police Department to continue these IT and WCSG services with SDI Presence. In the marketplace of computer consultants, only SDI Presence staff possess detailed knowledge and understanding of the West Covina Police Department's computer operations and infrastructure, and WCSG's CAD-RMS partnerships and infrastructure. SDI Presence staff are well versed in adherence to CJIS policy, and come from law enforcement professions, each having successfully passed a government background investigation.

Per Section 2-335(1) of the Municipal Code, procurement for professional services, which includes information services consultants, is exempt from competitive bidding. Additionally, in this instance, specialized expertise is required, including understanding of Criminal Justice Information Services (CJIS) computer protocols mandated by the federal government that are specific to law enforcement databases, and detailed familiarity with West Covina Service Group computer infrastructure, and its existing CAD-RMS partnerships. Selecting a different vendor would not meet the computer security needs of the Police Department, but would instead jeopardize the security and functionality of public safety computer operations.

Thus, staff recommends that the City Council authorize the City Manager to execute an agreement, and subsequent purchase order agreement(s), in an annual amount up to $250,000, for a term of three years (with the option of two one-year extensions) with SDI Presence LLC, in a form approved by the City Attorney, for continued specialized Police computer technology services (see Attachment No. 1). Federal equitable funds for these purchase agreements have already been appropriated in the current budget in Fund 117, and will be likewise appropriated in the following fiscal years.

**LEGAL REVIEW:**

The City Attorney will approve the final form of the agreement prior to execution.

**Prepared by:** Alex B. Houston, Police Administrative Services Manager

**Additional Approval:** Richard Bell, Chief of Police

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**Fiscal Impact**

**FISCAL IMPACT:**

These Police Department specialized computer technology services will be spread across three years and come from federal equitable sharing funds in Fund 117. This will constitute no cost to the General Fund.

| Project/Service/ Expense | Account No. | FY2022-23 Budget | Estimated Fiscal Impact | | |
|---|---|---|---|---|---|
| | | | FYE 2023 | FYE 2024 | FYE 2025 |
| Other Contractual Services | 117.31.3119.6120 | $450,000 | $16,528 | $198,333 | $198,333 |

**Attachments**

Attachment No. 1 - Draft Agreement with SDI

Attachment No. 2 - SAM.GOV Report

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**CITY OF WEST COVINA**
**PROFESSIONAL SERVICES AGREEMENT**
**WITH**
**SDI PRESENCE LLC**
**FOR**
**COMPUTER INFORMATION TECHNOLOGY SERVICES, COMPUTER INFRASTRUCTURE SUPPORT, AND WEST COVINA SERVICE GROUP TECHNICAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 6th day of June, 2023 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and SDI PRESENCE LLC, a Delaware limited liability company ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide computer information technology services, computer infrastructure support services, and West Covina Service Group (WCSG) technical services, as more fully described herein; and

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B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## 1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

1.2. Rights and Licenses. City will grant to Consultant all rights and licenses as may be necessary for Consultant to perform the services set forth in this Agreement.

1.3. New Software and Hardware. City will purchase, lease, or license in its own name any new or additional software or hardware that Consultant may require from time to time to perform the services. Upon request, Consultant will process such purchases in a manner consistent with the way in which such purchases were processed within Consultant immediately prior to the Effective Date.

1.4. Main Technical Contact. City and Consultant will each appoint a single "Main Technical Contact" who will serve as the primary point of contact for the other party for matters related to this Agreement. Either party may replace its Main Technical Contact with an individual of comparable qualifications and experience by notifying the other party of such new appointment.

1.5. Consultant's Policies. City will comply with Consultant's reasonable policies, procedures, requirements, and restrictions with respect to City's use of Consultant's services.

1.6. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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1.7. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.8. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.9. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.10. Exclusivity. City and Consultant agree that as long as Consultant is not in breach of any material term or provision contained in this Agreement (including, without limitation, the service levels), or, if such breach exists, as long as Consultant cures such breach within a reasonable time after notice thereof from the City, Consultant will be the exclusive provider of the

information technology services set forth in Exhibit A. Notwithstanding the foregoing, Consultant acknowledges that City may enter into agreements with other companies for third party interfaces used in connection with the services.

1.11. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.12. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

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## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's annual compensation shall not exceed Two Hundred Fifty Thousand Thousand Dollars ($250,000.00).

2.2. Rate Increases. Consultant shall not increase the hourly rates set forth in the Fee Schedule during the first year of the term of this Agreement. Commencing on July 1, 2024, Consultant may increase its hourly rates on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the April index for the current year and the April index for the preceding year. However, in no event shall the increase in Consultant's fees exceed five percent (5%). If Consultant desires to increase its hourly rates as set forth herein, Consultant shall provide written notice to the City on or before June 1, which notice shall include reference to the CPI index, the percentage CPI increase, and Consultant's revised hourly rates based on such CPI increase. If submitted as required herein, any increase to Consultant's hourly rates will go into effect on July 1. No increase to the hourly rates will be retroactive.

2.3. Expense Reimbursement. In addition to Consultant's compensation, City will reimburse Consultant for any expenses that the parties reasonably and mutually agree should have been incurred by City in connection with, and only to the extent necessary for, performance of the West Covina Service Group marketing and management consultant services. City shall reimburse Consultant for expenses incurred under the following terms and conditions: (1) Consultant shall notify City in writing of the expenditure in advance and with reasonable notice, and (2) City shall approve the expenditure in advance in writing.

2.4. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.5. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.6. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

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## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence on June 15, 2023 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Service Commencement Date, ending on June 14, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.**

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City

suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

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content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

**6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Phil Danie, who shall coordinate directly with City and also coordinate the work of other Consultant staff providing services pursuant to this Agreement. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

| IF TO CONSULTANT: | IF TO CITY: |
|---|---|
| SDI Presence LLC | City of West Covina |
| 200 E. Randolph St, Suite 3550 | 1444 West Garvey Ave. South |
| Chicago, IL 60601 | West Covina, CA 91790 |
| Tel: (888) 968-7734 | Tel: (626) 939-8501 |
| Email: pdanie@sdipresence.com | Email: rbell@wcpd.org |
| Attn: Phil Danie | Attn: Richard Bell, Chief of Police |

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the

opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

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indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to

Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party

by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
Acting City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

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ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Stephanie Sikkema
Finance Director

**EXHIBIT A**

**SCOPE OF SERVICES**

1. BASE SERVICES

SDI will provide to the West Covina Police Department ("West Covina Police"), and West Covina Police will obtain from SDI, Services for West Covina Police. Services include the following:

(a) Consulting on IT matters to include mobile computing, network structure and design, infrastructure efficiency, server design and deployment, IT best practices, software deployment, and overall infrastructure management;

(b) Physical and remote maintenance of critical infrastructure items to include server maintenance and troubleshooting, hardware installation and configuration, compliance with State and Federal security and encryption protocols, network routing, ensuring data backup strategies are implemented, software installation, configuration and maintenance;

(c) Cyber security and monitoring licenses and services, which can involve third parties;

(d) Administrative services for the West Covina Service Group (WCSG) for the purposes of partnership implementation and development, business management, and customer transition, acquisition, and retention. Assigned SDI staff will implement marketing and sales strategies with the goal of acquiring new customers, working with existing business partners as appropriate. The business management role will enhance the existing management team in place currently servicing the customer base and will be responsible for the future success of programs and offerings from the WCSG, in cooperation with existing business partners. Assigned SDI staff will attend onsite and offsite customer and partner meetings, manage customer and partner needs, and participate in planning and execution of new CAD-RMS products;

(e) Technical services for the WCSG Enterprise, including interface programming, new CAD-RMS products, and other technical CAD-RMS products needed as part of the WCSG Enterprise, and/or by customers, in cooperation with existing business partners when appropriate; and

(f) Other tasks related to WCPD/WCSG information technology as agreed by SDI and West Covina Police during the term.

2. TECHNICAL SUPPORT

Technical support will be provided to the Main Technical Contact designated by West Covina Police. Additional users may be added as required.

(a) SDI offers no guarantee that it will be able to fix any particular issue. SDI will employ all reasonable efforts to do so in the time allowed. Engineers will be assigned based on required skills.

(b) West Covina Police can use the time for hardware and/or software technical assistance.

(c) Technical support will be available by phone during SDI's normal 9 AM to 5 PM (PST) business hours. After hours calls will be returned within a 2 hour period.

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(d) SDI guarantees that it will commence service on West Covina Police's request the same business day where feasible. However, depending upon the nature of the support requests, SDI cannot guarantee a time of resolution.

(e) SDI assumes no liability whatsoever for proposed resolutions or fixes.

(f) If requested, SDI will provide a log outlining use of service hours upon completion of each billing cycle.

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**EXHIBIT B**

**FEE SCHEDULE**

*Hourly Fees for Base Services*

| Position | Hourly Rate |
|---|---|
| Technician (Level I) | $75.00 |
| Technician (Level II) | $85.00 |
| Technician (Level III) | $95.00 |
| Project Manager | $113.00 |
| System Engineer I | $106.00 |
| System Engineer II | $121.00 |
| System Engineer IV | $135.00 |
| Software Developer I | $98.00 |
| Software Developer III | $103.00 |
| Software Developer III | $130.00 |
| Software Developer IV/Architect | $157.00 |
| SQL DBA | $108.00 |
| Network Engineer | $140.00 |
| Virtual CIO | $185.00 |
| Certified Security Specialist | $155.00 |
| Subject Matter Expert | $195.00 |

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*Onsite support will be charged per use at a minimum of one hour, with subsequent usage rounded up at fifteen (15) minutes increments thereafter, at the discretion of SDI. Telephone support will be charged per use at a minimum of fifteen (15) minutes per session, and rounded up at fifteen (15) minutes increments thereafter, at the discretion of SDI. Email support will be charged per use at a minimum of fifteen (15) minutes, and rounded up at fifteen (15) minutes increments thereafter, at the discretion of SDI.*

**ATTACHMENT NO. 2**

An official website of the United States government Here's how you know

**Entity Validation Processing** Show Details
*May 16, 2023*

**Planned Maintenance Schedule** Show Details
*Apr 3, 2022*

See All Alerts

SAM.GOV

Requests | Notifications | Workspace | Sign Out

Home Search Data Bank Data Services Help

Search | All Words | e.g. 1606N020Q02 | Search Results | Saved Searches | Actions

Select Domain
**Entity Information**

- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qualification
- Exclusions

Filter By

**Keyword Search**

For more information on how to use our keyword search, visit our help guide

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"SDI Presence" ×

Classification
Excluded Individual
Excluded Entity

**Entity Name**

SDI Presence ×

**Unique Entity ID**

e.g. HTYR9YJHK65L

**CAGE / NCAGE**

Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates

Reset

## No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

**Our Website**
About This Site
Our Community
Release Notes
System Alerts

**Our Partners**
Acquisition.gov
USASpending.gov
Grants.gov
More Partners

**Policies**
Privacy Policy
Disclaimers
Freedom of Information Act
Accessibility

**Customer Service**
Help
Check Entity Status
Federal Service Desk
External Resources
Contact

GSA General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**AGENDA ITEM NO. 8**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT:** **FORMING A CHAMBER OF COMMERCE/BUSINESS ASSOCIATION**

## RECOMMENDATION:

Staff recommends City Council provide direction regarding revamping economic development efforts and establishing a "Chamber of Commerce" or "Business Association" (Chamber).

## BACKGROUND:

The intent of a Chamber of Commerce ("Chamber") is to serve and promote the business community in the City of West Covina. The Chamber has always been recognized as an entity on which the business community can rely when it comes to getting access to valuable resources, promotion, and more. Chambers benefit local businesses by providing networking opportunities, visibility, business advocacy, credibility, and economic growth.

In the past, when the West Covina Chamber was operating, their responsibilities included, but were not limited to, the following:

- Developing and maintaining a plan for marketing West Covina businesses to the residents of West Covina and beyond and marketing the City as a desirable community, in which to locate a business;
- Developing and implementing outreach programs to serve the various businesses;
- Advocating on behalf of its members and the City's business community;
- Dealing with public and governmental policy issues impacting the business community;
- Identifying business-related organizations with whom it could partner;
- Expanding the level and frequency of direct contact between the Chamber and the business community

The West Covina Chamber of Commerce received funding from the former West Covina Redevelopment Agency (RDA), of approximately $75,000 to $100,000 per fiscal year. The funds covered operational costs, rent, and various programs supporting small businesses. The West Covina Chamber of Commerce stopped receiving funding from the RDA around 2009; shortly thereafter, the Greater West Covina Business Association (GWC) was formed. Similar to the West Covina Chamber, GWC was a separate entity from the City, and was ran by local community and business members.

## DISCUSSION:

Currently, the Community and Economic Development Division (CED) staff is responsible for economic development efforts in the City, such as:

- Providing business and entitlement assistance;
- Managing and administering business loans;
- Connecting businesses to available resources;
- Assisting property owners in marketing available tenant spaces/properties;
- Providing site selection to prospective tenants;
- Marketing and promoting the City at industry events for business attraction;
- Conducting business outreach, such as contacting property owners/management, and conducting Retail Surveys;
- Partnering with local non-profits to host business events such as West Covina Small Business Week

The City of West Covina currently has approximately 2,365 businesses with storefronts in our city, with 1,275 more that are home-based. The City Council has requested staff consider revamping economic efforts, such as increasing business attractions and forming a Chamber. If CED were to expand on its services, the following services would be prioritized:

- Business Attraction, Retention, and Expansion:

Table 1. Estimated Cost for Economic Development Efforts

| Services | Examples | Estimated Cost |
|---|---|---|
| **Attending Industry Events** | i.e. International Council of Shopping Centers and ACRE SoCal | $18,000 |
| **Updating the City's Marketing Campaign** | i.e. Print materials, branding, video and social media | $50,000 - $200,000*<br><br>**per the 2018 RFP for Marketing and Branding* |
| **Business Educational & Networking Events** | i.e. Workshops, networking events, luncheons, and seminars, etc. | $10,000 |
| **Total Estimated Cost** | | $78,000 - $228,000 |

The Council request also included establishing a Chamber. In order to establish a Chamber, the following would need to be taken into consideration:

- Establishing a Non-Profit Entity separate from the City - (*Estimated Cost: $5,000-$10,000*)
    - Timeline: Up to one (1) to two (2) years dependent on state and federal processing times
- Establishing a Board of Directors and Bylaws
    - Will require the appointment of initial board members
    - A Chamber and Board of Directors created by direct action of the City Council may be subject to all regulations applicable to governmental agencies (i.e. the Brown Act, Public Record Act, Conflict-of-Interest, etc.).
- Staffing
    - Increase staffing levels, the Community and Economic Development Division currently only has two (2) staff members. Staff proposes adding a part-time position to start. (Estimated Cost: $42,500)
- Membership program
    - Establish membership package:
        - Surrounding chambers charge a range from $50 to $525 (dependent on the type of business) or $225 to $10,000 (dependent on the packages provided)
    - Recruit West Covina businesses for membership and leadership

    - Host Events/Seminars/Workshops *(Estimated Cost: $8,000)*
- Provide more extensive marketing services (Estimated Cost: $42,000) to members such as:
    - E-Newsletter
    - Social Media
    - Website
    - Membership business directory
    - Discounted Sponsorship Opportunities
- Office Supplies *(Estimated Costs: $10,000)*
- **Total estimated initial cost: $107,500 - $112,500**

If a Chamber is established by the City, staff will oversee the operation and implementation of programs and policies, develop and implement membership development and retention programming that will maximize its membership, and maintain and improve the business and economic climate. Overseeing the Chamber may potentially cost $102,000 for direct overhead costs initially, which may eventually be funded by the membership fees. In addition to this, existing staff hours would be utilized - an annual value of approximately $81,600. An approach to establishing a Chamber can be done in the following phases:

- Phase I – Develop an internal Chamber run by City staff, including, but not limited to:
    - Establish budget and membership cost, including conducting a fee study
    - Identify roles within the division
    - Develop programming and services
    - Identify potential partnerships (e.g. other business organizations)
    - Establish goals for Chamber
- Phase II – Obtain Necessary Approvals
    - City approvals
    - Nonprofit status
- Phase III – Launch Chamber
    - Establish the internal entity and run the services for at least one (1) year
- Phase IV – Evaluate / Reassess
    - Evaluate Chamber goals and determine the best path forward

The City establishing a Chamber would be a pilot program. Staff will be evaluating how to best serve the business community with the programs and services being managed and administered. As Chambers are typically non-profit entities, allowing businesses to deduct membership any Chamber-related activities as a business expense, staff will work with the City Attorney’s Office to make the Chamber a non-profit organization for tax exemption purposes.

Staff will work with the City Attorney’s Office to assist in establishing a Chamber.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report.

**OPTIONS:**

The City Council has the following options:

1. Provide Staff direction.

**Prepared by:** Karen Ko, Economic Development Project Coordinator

## Fiscal Impact

**FISCAL IMPACT:**

The proposed Economic Development efforts and creation of a Chamber are not part of the FY 2023-2024 Proposed Budget. If City Council authorizes the expansion of economic efforts and/or the creation of a Chamber, a budget amendment impacting the General Fund would be required.

The FY2023-2024 Proposed Budget had an estimated Revenue less Expenditures of approximately $176,000. The estimated cost to implement both programs ranges from $185,500 to $340,500. While a portion of this cost would be one-time and could come from available unassigned fund balance (estimated to be approximately $5.7 million), at least $180,500 would be recurring. However, the recurring Chamber expenses will eventually be supplemented by membership dues, reducing the overall impact on the General Fund.

Table 2. Estimated Fiscal Impact of Revamping Economic Development Efforts

| Service | Estimated Cost |
|---|---|
| Attend Events | $18,000 |
| Update Marketing Campaign | $50,000 -$200,000 |
| Coordinate Networking Events | $10,000 |
| **Total Estimated Cost** | **$78,000-228,000** |

Table 3. Estimated Fiscal Impact of Chamber of Commerce / Business Association

| Service | Estimated Cost |
|---|---|
| Start-Up | $5-$10k |
| **Recurring Costs** | |
| Marketing | $42,000 |
| Events | $8,000 |
| Office Supplies | $10,000 |
| Part-Time Staff | $42,500 |
| **Subtotal Recurring Costs** | **$102,500** |
| **Total Initial Annual Costs** | **$107,500-$112,500** |

**CITY COUNCIL GOALS & OBJECTIVES:** Expand Economic Development Opportunities

**AGENDA ITEM NO. 9**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 6, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF THE CITY OF WEST COVINA FISCAL YEAR 2023-24 ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

## RECOMMENDATION:

It is recommended that City Council approve the Fiscal Year 2023-24 Proposed Operating and Capital Improvement Program Budget by adopting the following resolution:

**RESOLUTION NO. 2023-51 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2023-24**

## BACKGROUND:

The budget sets forth a strategic resource allocation plan and serves as a policy document, financial plan, operations guide, and communication device all in one. Through the budget document, the City demonstrates its accountability to its residents, customers, and community. This year's budget process began with a budget survey that was made available to the public from December 2022 to February 2023. The Long Range Financial Forecast was then updated and filed with the City Council on April 4, 2023.

The FY 2023-2024 Proposed Budget was presented to Council on April 18, 2023. Since then, staff held two community workshops on April 26, 2023 and May 1, 2023. Additionally, staff provided City Council with feedback from the two community workshops on May 16, 2023 for consideration.

**The FY 2023-2024 Proposed Budget is available online:**
https://www.westcovina.org/departments/finance/budget-finance-reports/annual-budget

## DISCUSSION:

No changes have been made to FY2023-24 proposed expenditures.

## LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

**OPTIONS:**

The City Council has the following options:

1. Approve the resolution as proposed; or
2. Provide alternative direction regarding changes to FY 2023-24 Proposed Budget.

**Prepared by:** Stephanie Sikkema, Finance Director

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**Fiscal Impact**

**FISCAL IMPACT:**

The proposed resolution will appropriate funds to allow for expenditures in FY2023-2024.

Citywide Summary

West Covina's total projected operating and capital improvement expenditures for the upcoming fiscal year are over $129 million. Revenue for all fund types combined is over $123 million and includes Property Tax, Sales Tax, Revenue from Other Agencies, Charges for Services, Licenses & Permits, Fines & Forfeitures, and Revenue from Other Agencies.

General Fund

Total General Fund revenues are projected to be over $81 million, a 2.5 percent increase from the FY 2022-23 Adopted Budget. General Fund expenditures for the fiscal year 2023-24 are projected to be nearly $66.5 million. This is a $2.6 million increase from the FY2022-23 original budget.

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**Attachments**

Attachment No. 1 - Resolution No. 2023-51

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2023-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2023-24**

**WHEREAS,** at its regular meeting on April 18, 2023, the City Council received and filed the proposed Fiscal Year 2023-24 Operating and Capital Improvement Budget, directed that the proposed budget be broadly publicly disseminated, including at Community Budget Workshops on April 26, 2023 and May 1, 2023, and scheduled it for consideration at the June 6, 2023 City Council meeting; and

**WHEREAS,** on April 26, 2023 and May 1, 2023, the City held Community Budget Workshops regarding the proposed budget; and

**WHEREAS,** the City also solicited and received input from the public in the form of an online Budget Survey; and

**WHEREAS,** at its regular meeting on May 16, 2023, the City Council further considered the proposed budget; and

**WHEREAS,** the City solicited and received input from the public at the April 18, 2023, April 26, 2023, May 1, 2023, and May 16, 2023 meetings and workshops; and

**WHEREAS**, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2023-24 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

**WHEREAS**, the City Council of the City of West Covina has considered the proposed budget and input from the public and desires to approve and adopt the Fiscal Year 2023-24 Operating and Capital Improvement Program Budget for the City, West Covina Public Financing Authority, Housing Authority and Successor Agency to the Former West Covina Redevelopment Agency.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Operating and Capital Improvement Program Budget for the City of West Covina, West Covina Public Financing Authority and West Covina Housing Authority for Fiscal Year 2023-24 ("Fiscal Year 2023-24 Budget") is attached hereto as

Exhibit A.

**SECTION 2.** The Fiscal Year 2023-24 Budget, as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved, adopted and appropriated. A copy of said budget is hereby ordered to be filed in the Office of the City Clerk within thirty (30) days and shall be certified by the City Clerk as having been adopted by this resolution.

**SECTION 3.** The budget for the Successor Agency to the Former West Covina Redevelopment Agency for Fiscal Year 2023-24, as prepared and submitted by the Executive Director and as modified by the Agency Board Members and included in the Fiscal Year 2023-24 Budget, is hereby approved, adopted and appropriated, on the express condition that said budget be published the same as a separate component of the City of West Covina's budget, and further conditioned on the City of West Covina, its General Fund and all its various other accounting funds are not obligated to finance or fulfill any Successor Agency obligations. A copy of said budget is hereby ordered to be filed in the Office of the City Clerk/Secretary within thirty (30) days and shall be certified by the City Clerk/Secretary as having been adopted by this resolution.

**SECTION 4.** From the effective date of the Fiscal Year 2023-24 Budget, appropriations may be reallocated from one activity account to another within a fund upon review by the Finance Department and approval of the City Manager or his/her designee, provided there is no change in the scope of service delivery level or increase in the appropriation as approved by the City Council.

**SECTION 5.** As necessary, appropriations may be made for donations and grants received during the fiscal year up to $60,000 per source or grantor upon review by the Finance Department and approval of the City Manager or his/her designee. Donations and grant awards with matching requirements, or exceeding $60,000 from a single source or grantor, require City Council approval.

**SECTION 6.** The approved budgets for the Capital Improvement Program remain as authorized appropriations for the individual capital projects until these capital projects are completed. Any unexpended authorized appropriations for each capital project is automatically carried over from fiscal year to fiscal year, until the funds of the individual capital project are expended or the capital project is canceled. Following the completion of the individual capital projects, the unexpended appropriations of each completed capital project shall be canceled and the capital projects funding sources shall be released from their unexpended funding commitment.

**SECTION 7.** The City Council does hereby authorize and approve the number and classification of employees in the respective functions, departments and/or activities set forth in the Schedule of Positions attached hereto as Exhibit B. No increase shall be made in the number of authorized full-time positions without City Council approval. However, the City Manager is authorized to transfer positions within existing position classifications and reorganize departments under the City Manager's authority, if in the

City Manager's judgment such actions will result in a higher degree of efficiency of overall operations of the City.

**SECTION 8.** At the close of the 2022-23 Fiscal Year, unexpended appropriations in the Operating Budget may be carried forward to the 2023-24 Fiscal Year upon review by the Finance Department and approval of the City Manager or his/her designee for the expense of outstanding purchase commitments and programs.

**SECTION 9.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** on this 6th day of June, 2023.

_____
Rosario Diaz
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-51 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of June, 2023, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

# EXHIBIT A

# FISCAL YEAR 2023-24 BUDGET

# Exhibit A

## City of West Covina,
## West Covina Public Financing Authority,
## West Covina Housing Authority, and
## Successor Agency to the Former West Covina Redevelopment Agency
## Fiscal Year 2023-24 Budget

| Fund | FY2023-24 Proposed Budget | Adjustments | FY2023-24 Adopted Budget |
|---|---|---|---|
| **General Fund (Fund# 110)** | | | |
| **Expenditures** | | | |
| Administration | 1,569,154 | - | 1,569,154 |
| City Clerk | 369,777 | - | 369,777 |
| Community Development | 2,832,565 | - | 2,832,565 |
| Finance | 3,685,801 | - | 3,685,801 |
| Fire | 20,880,808 | - | 20,880,808 |
| Human Resources | 805,967 | - | 805,967 |
| Police | 30,335,622 | - | 30,335,622 |
| Public Services | 6,072,890 | - | 6,072,890 |
| **Expenditures Total** | **66,552,584** | **-** | **66,552,584** |
| Transfers Out | 15,199,375 | - | 15,199,375 |
| **Total General Fund** | **81,751,959** | **-** | **81,751,959** |
| **Other Funds (Fund# - Name)** | | | |
| 116-State Asset Forfeiture | 100,000 | - | 100,000 |
| 117-Equitable Sharing-USDOJ | 1,994,339 | - | 1,994,339 |
| 118-Equitable Sharing-Treasury | 480,700 | - | 480,700 |
| 119-Air Quality Improvement Trust | 226,400 | - | 226,400 |
| 120-Prop A Discretionary | 100,000 | - | 100,000 |
| 121-Prop A | 3,049,440 | - | 3,049,440 |
| 122-Prop C | 2,723,141 | - | 2,723,141 |
| 124-Gasoline Tax | 3,611,991 | - | 3,611,991 |
| 127-Police Donations | 2,000 | - | 2,000 |
| 128-Transportation Development Act | 70,000 | - | 70,000 |
| 129-AB 939 | 84,715 | - | 84,715 |
| 131-Community Dev. Block Grant | 291,511 | - | 291,511 |
| 143-LA County Park Bond | 20,200 | - | 20,200 |
| 145-Waste Mgt Enforcement Grant | 115,700 | - | 115,700 |
| 146-Senior Meals Program | 322,312 | - | 322,312 |
| 149-Used Oil Block Grant | 14,710 | - | 14,710 |
| 150-Inmate Welfare | 1,500 | - | 1,500 |
| 153-Public Safety Augmentation | 1,033,045 | - | 1,033,045 |
| 155-COPS/SLESF | 270,650 | - | 270,650 |
| 158-CRV Recycling Grant | 28,000 | - | 28,000 |
| 160-Capital Projects | 1,030,000 | - | 1,030,000 |
| 161-Construction Tax | 20,000 | - | 20,000 |
| 162-Information Technology | 323,833 | - | 323,833 |

**City of West Covina,**
**West Covina Public Financing Authority,**
**West Covina Housing Authority, and**
**Successor Agency to the Former West Covina Redevelopment Agency**
**Fiscal Year 2023-24 Appropriated Funds**

| Fund | FY2023-24 Proposed Budget | Adjustments | FY2023-24 Adopted Budget |
|---|---|---|---|
| 166-Park Facilities Dev. Impact Fees | 99,999 | - | 99,999 |
| 170-PDF A - Del Norte | 1,300,000 | - | 1,300,000 |
| 180-Future Street Improvements | 171,400 | - | 171,400 |
| 181-Maintenance District #1 | 616,012 | - | 616,012 |
| 182-Maintenance District #2 | 457,072 | - | 457,072 |
| 183-WC CSS CFD | 103,050 | - | 103,050 |
| 184-Maintenance District #4 | 1,607,997 | - | 1,607,997 |
| 186-Maintenance District #6 | 324,946 | - | 324,946 |
| 187-Maintenance District #7 | 311,866 | - | 311,866 |
| 188-Citywide Maintenance District | 2,241,964 | - | 2,241,964 |
| 189-Sewer Maintenance | 2,310,834 | - | 2,310,834 |
| 190-Auto Plaza Improvement District | 63,520 | - | 63,520 |
| 191-General Plan Update | 500,000 | - | 500,000 |
| 197-Measure W Stormwater | 790,200 | - | 790,200 |
| 208-Justice Programs (OJP) | 100,000 | - | 100,000 |
| 218-Homeland Security Grant | 117,577 | - | 117,577 |
| 220-WC Community Svcs Foundation | 272,300 | - | 272,300 |
| 224-Measure R | 1,429,512 | - | 1,429,512 |
| 232-Non-Federal Grants | 500,000 | - | 500,000 |
| 233-Taskforce Reg. Autotheft Prev. | 209,968 | - | 209,968 |
| 234-Officer Wellness & Mental Health | 65,294 | - | 65,294 |
| 235-Measure M | 2,732,810 | - | 2,732,810 |
| 237-SB1 - Road Maintenance Rehab | 4,100,000 | - | 4,100,000 |
| 240-Measure H | 50,000 | - | 50,000 |
| 242-Sportsplex | 905,363 | - | 905,363 |
| 300-Debt Service - City | 15,453,591 | - | 15,453,591 |
| 361-Self Insurance General/Auto Liab | 3,127,700 | - | 3,127,700 |
| 363-Self-Insurance Workers' Comp | 2,054,954 | - | 2,054,954 |
| 365-Fleet Management | 1,786,200 | - | 1,786,200 |
| 367-Vehicle Replacement | 200,000 | - | 200,000 |
| 368-Retirement Health Savings Plan | 4,000 | - | 4,000 |
| 375-Police Enterprise | 685,998 | - | 685,998 |
| 810-Redevelopment Obligation Ret. | 3,252,488 | - | 3,252,488 |
| 815-Successor Agency Admin. | 250,000 | - | 250,000 |
| 820-Successor Housing Agency | 978,145 | - | 978,145 |
| **Total Other Funds** | **65,088,947** | **-** | **65,088,947** |
| **Total Expenditures & Transfers** | **146,840,905** | **-** | **146,840,905** |

# EXHIBIT B

# FISCAL YEAR 2023-24 SCHEDULE OF POSITIONS

**Exhibit B**

## City of West Covina — FY 2023-24 Schedule of Positions

| | FY 2020-21 Actual | FY 2021-22 Actual | FY 2022-23 Estimate | FY 2023-24 Proposed | Change |
|---|---|---|---|---|---|
| **Administration** | | | | | |
| **Full-Time** | | | | | |
| Administrative Assistant II | 1 | 0 | 0 | 0 | 0 |
| Assistant City Manager | 1 | 2 | 2 | 2 | 0 |
| City Manager | 1 | 1 | 1 | 1 | 0 |
| Exec Assistant To City Manager | 1 | 1 | 1 | 1 | 0 |
| Sr Administrative Assistant | 0 | 1 | 1 | 1 | 0 |
| **Full-Time Total** | **4** | **5** | **5** | **5** | **0** |
| **Administration Total** | **4** | **5** | **5** | **5** | **0** |
| **City Clerk** | | | | | |
| **Full-Time** | | | | | |
| Assistant City Clerk | 1 | 1 | 1 | 1 | 0 |
| Deputy City Clerk | 1 | 1 | 1 | 1 | 0 |
| **Full-Time Total** | **2** | **2** | **2** | **2** | **0** |
| **Part-Time** | | | | | |
| Intern | 1 | 1 | 1 | 1 | 0 |
| **Part-Time Total** | **1** | **1** | **1** | **1** | **0** |
| **City Clerk Total** | **3** | **3** | **3** | **3** | **0** |
| **Community Development** | | | | | |
| **Full-Time** | | | | | |
| Administrative Assistant I | 1 | 1 | 2 | 2 | 0 |
| Code Enforcement Director | 0 | 0 | 0 | 1 | 1 |
| Code Enforcement Manager | 1 | 1 | 1 | 0 | -1 |
| Code Enforcement Officer | 0 | 0 | 4 | 4 | 0 |
| Code Enforcement Supervisor | 1 | 1 | 1 | 1 | 0 |
| Econ Dev Housing Manager | 1 | 1 | 1 | 1 | 0 |
| Econ Dev Project Coordinator | 1 | 1 | 2 | 1 | -1 |
| Econ Dev Project Manager | 0 | 0 | 0 | 1 | 1 |
| Economic Dev Specialist | 1 | 1 | 0 | 0 | 0 |
| Planning Assistant | 2 | 1 | 1 | 1 | 0 |
| Planning Associate | 0 | 1 | 1 | 1 | 0 |
| Planning Manager | 1 | 1 | 1 | 1 | 0 |
| Sr Administrative Assistant | 2 | 2 | 1 | 1 | 0 |
| **Full-Time Total** | **11** | **11** | **15** | **15** | **0** |
| **Part-Time** | | | | | |
| Code Enforcement Officer | 2 | 14 | 6 | 7 | 1 |
| Office Aide III | 0 | 1 | 1 | 1 | 0 |
| Planning Aide | 0 | 0 | 1 | 1 | 0 |
| Planning Intern | 0 | 1 | 1 | 1 | 0 |
| **Part-Time Total** | **2** | **16** | **9** | **10** | **1** |
| **Community Development Total** | **13** | **27** | **24** | **25** | **1** |

| | FY 2020-21 Actual | FY 2021-22 Actual | FY 2022-23 Estimate | FY 2023-24 Proposed | Change |
|---|---|---|---|---|---|
| **Finance** | | | | | |
| **Full-Time** | | | | | |
| Account Clerk | 1 | 1 | 1 | 1 | 0 |
| Accountant | 4 | 2 | 2 | 2 | 0 |
| Accounting Technician | 1 | 0 | 0 | 0 | 0 |
| Administrative Assistant I | 1 | 0 | 0 | 0 | 0 |
| Assistant Finance Director | 1 | 1 | 1 | 1 | 0 |
| Communications Technician | 1 | 0 | 0 | 0 | 0 |
| Computer Services Technician | 1 | 1 | 1 | 1 | 0 |
| Finance Director | 1 | 1 | 1 | 1 | 0 |
| GIS Analyst | 0 | 0 | 1 | 1 | 0 |
| Information Tech Analyst I | 1 | 1 | 1 | 1 | 0 |
| Information Technology Manager | 1 | 1 | 1 | 1 | 0 |
| Payroll Specialist | 0 | 2 | 2 | 2 | 0 |
| Purchasing Manager | 1 | 1 | 1 | 1 | 0 |
| Senior Account Clerk | 1 | 1 | 1 | 1 | 0 |
| Senior Accountant | 0 | 1 | 1 | 1 | 0 |
| Sr Administrative Assistant | 0 | 1 | 1 | 1 | 0 |
| **Full-Time Total** | **15** | **14** | **15** | **15** | **0** |
| **Part-Time** | | | | | |
| Cable Production Assistant | 0 | 1 | 1 | 1 | 0 |
| Intern - It | 0 | 2 | 1 | 1 | 0 |
| Management Analyst I | 2 | 1 | 0 | 0 | 0 |
| Sr Communications Technician | 0 | 1 | 1 | 1 | 0 |
| **Part-Time Total** | **2** | **5** | **3** | **3** | **0** |
| **Finance Total** | **17** | **19** | **18** | **18** | **0** |
| **Fire** | | | | | |
| **Full-Time Sworn** | | | | | |
| Assistant Fire Chief | 3 | 3 | 3 | 3 | 0 |
| Fire Captain | 15 | 16 | 15 | 15 | 0 |
| Fire Chief | 1 | 1 | 1 | 1 | 0 |
| Fire Engineer | 15 | 15 | 15 | 15 | 0 |
| Firefighter | 3 | 9 | 9 | 9 | 0 |
| Firefighter/Paramedic | 33 | 27 | 27 | 27 | 0 |
| **Full-Time Sworn Total** | **70** | **71** | **70** | **70** | **0** |
| **Full-Time** | | | | | |
| Administrative Aide | 1 | 2 | 2 | 2 | 0 |
| Fire Protection Specialist | 1 | 1 | 1 | 1 | 0 |
| Management Analyst I | 1 | 0 | 1 | 1 | 0 |
| Senior Account Clerk | 1 | 0 | 0 | 0 | 0 |
| Sr Administrative Assistant | 1 | 1 | 1 | 1 | 0 |
| **Full-Time Total** | **5** | **4** | **5** | **5** | **0** |
| **Part-Time** | | | | | |
| Fire Protection Specialist | 0 | 1 | 2 | 1 | -1 |
| **Part-Time Total** | **0** | **1** | **2** | **1** | **-1** |
| **Fire Total** | **75** | **76** | **77** | **76** | **-1** |

| | FY 2020-21 Actual | FY 2021-22 Actual | FY 2022-23 Estimate | FY 2023-24 Proposed | Change |
|---|---|---|---|---|---|
| **Human Resources** | | | | | |
| **Full-Time** | | | | | |
| Administrative Assistant II | 1 | 1 | 0 | 0 | 0 |
| Human Resources Analyst I | 1 | 0 | 1 | 1 | 0 |
| Human Resources Director | 1 | 1 | 1 | 1 | 0 |
| Human Resources Manager | 0 | 1 | 1 | 1 | 0 |
| Human Resources Technician | 1 | 1 | 0 | 0 | 0 |
| Sr. Human Resources Technician | 0 | 0 | 1 | 1 | 0 |
| **Full-Time Total** | **4** | **4** | **4** | **4** | **0** |
| **Part-Time** | | | | | |
| Intern | 0 | 0 | 1 | 1 | 0 |
| **Part-Time Total** | **0** | **0** | **1** | **1** | **0** |
| **Human Resources Total** | **4** | **4** | **5** | **5** | **0** |
| **Police** | | | | | |
| **Full-Time Sworn** | | | | | |
| Corporal | 17 | 17 | 17 | 17 | 0 |
| Lieutenant | 6 | 6 | 6 | 6 | 0 |
| Officer | 53 | 57 | 61 | 61 | 0 |
| Police Captain | 2 | 2 | 2 | 2 | 0 |
| Police Chief | 1 | 1 | 1 | 1 | 0 |
| Police Officer Recruit | 0 | 6 | 2 | 2 | 0 |
| Sergeant | 13 | 13 | 13 | 13 | 0 |
| **Full-Time Sworn Total** | **92** | **102** | **102** | **102** | **0** |
| **Full-Time** | | | | | |
| Administrative Assistant I | 1 | 0 | 0 | 0 | 0 |
| Code Enforcement Supervisor | 1 | 1 | 1 | 1 | 0 |
| Communications Manager | 1 | 1 | 1 | 1 | 0 |
| Communications Supervisor | 4 | 4 | 4 | 4 | 0 |
| Community Services Officer | 11 | 8 | 8 | 8 | 0 |
| Criminal Justice Res Analyst I | 1 | 1 | 1 | 1 | 0 |
| Forensic Specialist Supervisor | 0 | 1 | 1 | 1 | 0 |
| Jailer | 6 | 6 | 6 | 6 | 0 |
| Lead Jailer | 1 | 1 | 1 | 1 | 0 |
| Police Admin Svcs Manager | 1 | 1 | 1 | 1 | 0 |
| Police Records Manager | 0 | 1 | 1 | 1 | 0 |
| Police Records Specialist I | 6 | 3 | 3 | 3 | 0 |
| Police Records Specialist II | 4 | 4 | 4 | 4 | 0 |
| Police Records Supervisor | 1 | 0 | 1 | 1 | 0 |
| Public Safety Dispatcher | 10 | 8 | 8 | 8 | 0 |
| Sr Administrative Assistant | 2 | 2 | 2 | 2 | 0 |
| Sr Communications Operator | 3 | 4 | 4 | 4 | 0 |
| User Support Specialist | 1 | 1 | 1 | 1 | 0 |
| Victim Advocate | 1 | 1 | 1 | 1 | 0 |
| **Full-Time Total** | **55** | **48** | **49** | **49** | **0** |

| | FY 2020-21 Actual | FY 2021-22 Actual | FY 2022-23 Estimate | FY 2023-24 Proposed | Change |
|---|---|---|---|---|---|
| **Part-Time** | | | | | |
| Administrative Aide | 0 | 3 | 0 | 0 | 0 |
| Office Aide III | 0 | 2 | 2 | 2 | 0 |
| Pd Lieutenant - Level 1 Reserv | 0 | 1 | 1 | 1 | 0 |
| Pd Officer - Level 1 | 0 | 1 | 1 | 1 | 0 |
| Pd Reserve Commander | 0 | 1 | 1 | 1 | 0 |
| Pd Reserve Sergeant - Level 1 | 0 | 1 | 1 | 1 | 0 |
| Police Background Investigator | 0 | 0 | 3 | 3 | 0 |
| Sr Communications Operator | 1 | 1 | 1 | 1 | 0 |
| **Part-Time Total** | **1** | **10** | **10** | **10** | **0** |
| **Limited Service PT** | | | | | |
| Police Cadet | 0 | 7 | 9 | 9 | 0 |
| **Limited Service PT Total** | **0** | **7** | **9** | **9** | **0** |
| **Police Total** | **148** | **167** | **170** | **170** | **0** |
| **Public Services** | | | | | |
| **Full-Time** | | | | | |
| Administrative Assistant I | 2 | 1 | 1 | 1 | 0 |
| Administrative Assistant II | 1 | 2 | 2 | 2 | 0 |
| Building Maintenance Leadworker | 1 | 1 | 1 | 1 | 0 |
| Community Services Coordinator | 2 | 4 | 3 | 3 | 0 |
| Contract Coordinator | 1 | 0 | 0 | 0 | 0 |
| Electrician I | 0 | 1 | 1 | 1 | 0 |
| Electrician II | 1 | 1 | 1 | 1 | 0 |
| Electrician Leadworker | 1 | 0 | 0 | 0 | 0 |
| Equipment Operator | 1 | 1 | 1 | 1 | 0 |
| Fleet Services Coordinator | 1 | 0 | 0 | 1 | 1 |
| Head Cook | 1 | 1 | 1 | 1 | 0 |
| Maintenance Leadworker | 3 | 0 | 2 | 2 | 0 |
| Maintenance Services Supervisor | 1 | 0 | 0 | 0 | 0 |
| Maintenance Svcs Coordinator | 0 | 3 | 3 | 2 | -1 |
| Maintenance Worker II | 8 | 17 | 22 | 22 | 0 |
| Maintenance Worker III | 1 | 1 | 4 | 4 | 0 |
| Management Analyst I | 1 | 1 | 1 | 1 | 0 |
| Office Assistant II | 0 | 1 | 1 | 1 | 0 |
| Operations Technician | 1 | 0 | 0 | 0 | 0 |
| Public Services Deputy Director | 0 | 1 | 1 | 1 | 0 |
| Public Services Manager | 1 | 1 | 1 | 1 | 0 |
| Public Services Superintendent | 1 | 1 | 1 | 1 | 0 |
| Recreation Services Supervisor | 1 | 0 | 1 | 1 | 0 |
| Senior Account Clerk | 1 | 0 | 0 | 0 | 0 |
| Senior Maintenance Worker | 0 | 1 | 1 | 0 | -1 |
| Street Maintenance Supervisor | 0 | 0 | 0 | 1 | 1 |
| **Full-Time Total** | **31** | **39** | **49** | **49** | **0** |

| | FY 2020-21 Actual | FY 2021-22 Actual | FY 2022-23 Estimate | FY 2023-24 Proposed | Change |
|---|---|---|---|---|---|
| **Part-Time** | | | | | |
| Assistant Cook | 1 | 1 | 1 | 1 | 0 |
| Maintenance Assistant | 0 | 1 | 1 | 1 | 0 |
| **Part-Time Total** | **1** | **2** | **2** | **2** | **0** |
| **Limited Service PT** | | | | | |
| Day Care Director | 0 | 3 | 3 | 3 | 0 |
| Day Care Teacher | 0 | 5 | 5 | 3 | -2 |
| Office Assistant I | 0 | 0 | 1 | 1 | 0 |
| Recreation Assistant | 0 | 1 | 0 | 0 | 0 |
| Recreation Leader | 0 | 38 | 35 | 35 | 0 |
| Recreation Site Coordinator | 0 | 9 | 10 | 10 | 0 |
| **Limited Service PT Total** | **0** | **56** | **54** | **52** | **-2** |
| **Public Services Total** | **32** | **97** | **105** | **103** | **-2** |
| **Grand Total** | **296** | **398** | **407** | **405** | **-2** |