

CAROL P. PARKS
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

EMERGENCY MANAGEMENT
DEPARTMENT
200 N. SPRING STREET, ROOM 1533
LOS ANGELES, CA 90012
TEL (213) 978-2222
TEL (213) 484-4800
FAX (213) 978-0517
www.emergency.lacity.org

March 28, 2023

Karen Bass, Mayor
City of Los Angeles
200 N. Spring St., Room 303
Los Angeles, CA 90012

Los Angeles City Council
c/o Office of the City Clerk
200 N. Spring St., Room 395
Los Angeles, CA 90012

SUBJECT: Acceptance of Grant Funds and Contracting Authority Request:
FY21 Emergency Management Performance Grant (EMPG) &
FY21 EMPG-American Rescue Plan Act (ARPA)

Honorable Mayor Bass and Members of the City Council:

The Emergency Management Department (EMD) respectfully requests authority from the Mayor and City Council to accept two awards from the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA):

1. The FY21 Emergency Performance Grant (EMPG) in the amount of \$631,934.00 for a term of 22 months, from July 1, 2021 through April 30, 2023; and
2. The FY21 Emergency Management Performance Grant (EMPG)-American Rescue Plan Act (ARPA) in the amount of \$39,613.00 for a term of 22 months, from July 1, 2021 through April 30, 2023.

EMPG Background

The City of Los Angeles has EMPG funding distributed via the State of California Office of Emergency Services (CalOES) for over 20 years. The goal of the EMPG program is to enhance the effectiveness of emergency management programs in states and urban areas.

EMPG is a formula grant distributed by CalOES to local counties on a baseline, plus per capita basis. The County of Los Angeles (County), as a subrecipient of the State, uses a similar distribution formula to each of its Disaster Management Areas (DMA). Through this formula, the City of Los Angeles (City) receives approximately

40% of the County's allocation. The specific dollar figure changes each year based on the State's allocation from FEMA. All available management and administration (M&A) funds are used by the State and County, with no M&A funds passed through to the City or other subrecipient agencies.

The EMPG program is a reimbursement based grant. The annual receipt of EMPG funds is reflected as revenue within the EMD budget. The EMPG also requires a "dollar for dollar match" that the City has met through its General Funded emergency management program allocations, from a combination of expenditures from Council controlled and proprietary departments.

The Los Angeles County Chief Executive Office received the Notification of Subrecipient Award Approval for the EMPG grant allocation from CalOES on October 11, 2021 with a grant period of July 1, 2021 through June 30, 2023 and a project performance period of July 1, 2021 through April 30, 2023. The County of Los Angeles Chief Executive Office Homeland Security Grants Administration forwarded their notice of grant allocation to EMD along with the required Subrecipient Agreement and supporting documentation related to grant administration in January 2023.

American Rescue Plan Act (ARPA)

In the past year, the DHS FEMA Grant program Directorate provided financial assistance in the form of the Emergency Management Performance Grant-American Rescue Plan Act (EMPG-ARPA) to CalOES. ARPA funding provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize.

FY21 EMPG Project

The \$631,934.00 FY21 EMPG allocation will be utilized towards salaries of City personnel who perform emergency management and emergency planning work.

FY21 EMPG-ARPA Project

The \$39,613.00 FY21 EMPG-ARPA allocation will be used to enhance EMD's ability to communicate with the public in an emergency by the creation of a dedicated Remote Video Situational Awareness Conference & Briefing Room. Grant funds will support the purchase of the equipment and materials necessary to establish this capability within the City's Emergency Operations Center (EOC) facility.

EMPG Application Process

Each year all County of Los Angeles Disaster Management Areas are asked to provide projects that will be completed in line with the goals of the EMPG program. Requests are submitted to the County who compiles each request and submits one application request to the State. Projects can be any items that are consistent with the goals of the grant and fall within the areas of planning, training, exercising, organizing, or equipment needs.

The State reviews applications and forwards them to FEMA for review and approval. Once FEMA approval is received, the State notifies sub-recipient counties. Each item that is submitted for consideration is placed on its own line within a spreadsheet and labeled as its own project.

Match Requirements

EMPG and EMPG ARPA require a "dollar for dollar match" of indirect expenditures. To meet both the direct and indirect (match) requirements, the grant allows salaries, equipment and other expenses related to the development and support of the recipient agency's emergency management program, to be used. The City has traditionally met this requirement through existing General Funded emergency management program allocations that support employee time related emergency management project costs. All emergency management work is eligible and the costs of time specifically allocated to EMPG are used.

Past documentation provided to support direct and indirect requirements have included staffing within EMD (Department 35), program expenditures through the Emergency Operations Fund (EOF) (Department 34), and salary expenses from other general funded and proprietary City departments that have emergency management functions.

The FY21 EMPG program allocation of \$631,934.00 requires a 100% matching expense for a total of \$1,263,868.00.

The FY21 EMPG ARPA program allocation of \$39,613.00 requires a 100% matching expense for a total of \$79,226.00.

All direct and indirect/match expenditures must be documented as having been completed within the allowable grant performance period.

To meet the required match for these grant allocations, EMD will work in coordination with the emergency management personnel assigned to the Departments of Building and Safety, Recreation and Parks, and Public Works Bureau of Engineering who are directly involved in emergency planning, response, recovery, training and exercise, and community preparedness. Their expenses qualify as an allowable match contribution. In addition, EMD will use those expenditures associated with licensing fees for situational awareness softwares that are used by emergency managers to assist in day-to-day operations.

A calculation of anticipated direct and indirect or matched expenditures are listed in the EMPG Budget Summary (attached) and have been derived using publically accessible information (CityPay).

Project Administration

Per City Council, the General Manager of EMD has been deemed the Designated Applicant Agent for EMPG grant program (CF 02-2220) and serves as the administrative agent for the EMPG. As such, EMD ensures all grant and contracting requirements are met.

All EMPG subrecipients within the County are required to have a signed Subrecipient Agreement. With the approval of the City Council, EMD will coordinate final review of the proposed subrecipient contract with the Office of the City Attorney and the Office of the Mayor.

Within the performance period of the grant, EMD will process all required reports and reimbursement request(s) to the County of Los Angeles.

Recommendations for Council Action Subject to Mayor Approval

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Emergency Management Department (EMD), or designee, to:

1. INSTRUCT the City Clerk to place on the Council agenda for the first regular Council meeting on April 3, 2023, or shortly thereafter, the following actions relative to the Fiscal Year 2021 Emergency Management Performance Grant (EMPG) program;

EMPG Recommendations:

2. AUTHORIZE EMD to retroactively apply for and accept a grant award from the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Grant Fiscal Year 2021 EMPG program in the amount of \$631,934.00 with a sub-recipient performance period of July 1, 2021 through April 30, 2023;
3. AUTHORIZE the General Manager to execute the EMPG Subrecipient Grant Agreement FY 2021 with the County of Los Angeles in the amount of \$631,934.00 for the term July 1, 2021, through April 30, 2023, subject to the review and approval of the City Attorney as to form and legality;
4. Utilize the Emergency Management Department (Department 35) to deposit EMPG funding;
5. INSTRUCT the Office of the City Controller to use Revenue Fund Source #3684 "Other Federal Grants" within Department 35, Fund 100 for the EMPG grant(s) and to recognize a receivable in the amount of \$631,934.00 from the County of Los Angeles;
6. AUTHORIZE EMD to deposit EMPG grant funds in the amount of \$640,259.00 into Revenue Source #3684;

ARPA Recommendations:

7. AUTHORIZE EMD to retroactively apply for and accept a grant award from the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Grant Fiscal Year 2021 EMPG American Rescue Plan Act (ARPA) program in the amount of \$39,613.00 with a sub-recipient performance period of July 1, 2021 through April 30, 2023;
8. AUTHORIZE the General Manager to execute the EMPG(s) Subrecipient Grant Agreement FY 2021 with the County of Los Angeles in the amount of \$39,613.00 for the term July 1, 2021, through April 30, 2023, subject to the review and approval of the City Attorney as to form and legality;
9. Utilize the Emergency Operations Fund (Department 34) to deposit EMPG ARPA funding;
10. INSTRUCT the Office of the City Controller to use Revenue Fund Source #3361 "State Grants - Other" within Department 34, Fund 392 for the EMPG ARPA grant and to recognize a receivable in the amount of \$39,613.00 from the State of California Office of Emergency Services;
11. AUTHORIZE the Emergency Management Department General Manager or his/her designee to deposit EMPG ARPA grant funds in the amount of \$39,613.00 into Revenue Source #3361;
12. INSTRUCT the Controller to set up a grant receivable in the amount of \$39,613.00 to an appropriation account, with an account number to be determined, within Department 34, Fund 392, for the receipt and disbursement of EMPG ARPA Grant funding (Appropriations Account #_____);
13. Transfer funds in the amount of \$39,613.00, from Revenue Source # 3361 to Appropriations Account #_____;
14. AUTHORIZE the Controller to increase appropriations for the EMPG ARPA grant program as needed from Appropriation Account # _____ to Department 34 Fund 392 accounts;
15. AUTHORIZE the Emergency Management Department to spend up to \$39,613.00 in accordance with the grant award agreement and to disburse funds for the completion of all projects.

EMPG and ARPA Recommendations:

16. AUTHORIZE the Emergency Management Department General Manager or their designee to act as the Project Administrator, Fiscal Agent and Signatory on behalf of the City of Los Angeles;
17. AUTHORIZE the Emergency Management Department General Manager or their designee to solicit, negotiate and procure goods, services, equipment, and supplies;
18. AUTHORIZE the Emergency Management Department General Manager or their designee to solicit, negotiate and execute up to three contracts in accordance with Executive Directive 3, consistent with the approved budget, and subject to the review and approval of the city Attorney as to form and legality.
19. AUTHORIZE EMD to prepare Controller instructions and/or make technical adjustments that may be required and are consistent with this action, subject to approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

Fiscal Impact Statement

There are no anticipated fiscal impacts to the General Fund in applying for the EMPG or EMPG ARPA grant and accepting the grant funds as awarded.

Your consideration is very greatly appreciated. If there are any questions, please contact the EMD Grant Manager, Liana Chitchyan (liana.chitchyan@lacity.org | 213-910-3054).

Very truly yours,

Carol P. Parks

CAROL P. PARKS
General Manager

Attachments:

1. Emergency Management Performance Grant Subrecipient Agreement (Grant Year 2021)
2. EMPG ARPA Subrecipient Agreement Grant Year 2021
3. FY 2021 EMPG and EMPG ARPA Budget Summary

cc: Brian K. Williams, Deputy Mayor
Mayor's Office of Public Safety

EMPG CONTRACT

***Emergency Management Performance Grant
Subrecipient Agreement
Grant Year 2021***

Between the

County of Los Angeles

and

Disaster Management Area H

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security through the Grants Program Directorate of the Federal Emergency Management Agency (FEMA), has provided financial assistance under Assistance Listings No. 97.042 – Emergency Management Performance Grants (EMPG), directly to the California Governor's Office of Emergency Services (Cal OES) for the 2021 EMPG Program, Federal Award Identification No. 037-00000, Federal Award dated October 11, 2021 with a performance period of July 1, 2021 through June 30, 2023. This Federal Award is not a R&D award; and

WHEREAS, Cal OES provides said funds to the County of Los Angeles (Unique Entity ID #KU76QNJGYFF6) as its Subgrantee, and its Chief Executive Office (CEO) is responsible for managing and overseeing the EMPG funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 EMPG grant from Cal OES in the total amount of \$2,179,226.00 with a dollar funding Match Requirement as specified under §C of the 2021 EMPG Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit G; and

WHEREAS, the County of Los Angeles now wishes to distribute 2021 EMPG grant funds to the Subrecipient in the amount of \$631,934.00, as further detailed in this Agreement and attachments hereto; and

WHEREAS, the County of Los Angeles has been delegated authority by the Board of Supervisors to enter into subrecipient agreements on behalf of the County of Los Angeles with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and the Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Disaster Management Area H, a joint powers 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,
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

Melissa Tarver
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-3338
Fax: (213) 687-3765
mtarver@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI #	
Address:	
City/State/Zip:	
Phone:	
Email:	

With a copy to:

Name and Title:	
Organization	
Address:	
City/State/Zip:	
Phone:	
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 business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from July 1, 2021 through April 30, 2023, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative for the 2021 EMPG, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit F.

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

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

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

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

Status reports must be submitted by the ninth day of the month following the end of the quarter, or as designated by the County of Los Angeles.

Claim Reimbursement Request(s) must be submitted by the 15th day of each month following the end of the quarter, with the exception of April 2023 through June 2023 quarter which is due April 30, 2023, or as designated by the County of Los Angeles.

- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 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 a Corrective Action Plan to the County of Los Angeles within 30 days of any issue identified by an audit.
- I. Any equipment acquired pursuant to this Agreement must be authorized in the FEMA Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2021 EMPG Notice of Funding Opportunity, Exhibit G. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2021 EMPG can be found at Title 2 C.F.R. Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the

various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. 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 acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with EMPG funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within 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 C.F.R. Part 200.313 (d) (1).

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, Federal, or County of Los Angeles auditors/monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above and provide to the County of Los Angeles when requested.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit G - 2021 EMPG, Notice of Funding Opportunity or subsequent grant year programs.
 - L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG, Notice of Funding Opportunity, and must be first submitted to the County of Los Angeles and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frt/>.
 - M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG, Notice of Funding Opportunity. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://preptoolkit.fema.gov/web/hseep-resources>.
 - N. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG, Notice of Funding Opportunity.
 - O. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG, Notice of Funding Opportunity.
 - P. Subrecipient must provide to the County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to the County of Los Angeles prior to final execution of the Agreement.
 - Q. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. Subject to the terms and conditions of this Agreement, the County of Los Angeles will reimburse Subrecipient up to the maximum amount of \$631,934.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by the County of Los Angeles. Subrecipient must also provide a dollar Match Requirement in the amount of \$631,934.00 or the adjusted allocation as approved by the County of Los Angeles; in the event the Match Requirement is not met, Subrecipient funding will be adjusted to the Match Requirement received. All expenditures must be for the purchase of personnel services, equipment, exercises, training, planning, operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to the County of Los Angeles in the 2021 EMPG Grant Award Letter from Cal OES, attached hereto as Exhibit F.
- B. Subrecipient must submit Claim Reimbursement Request(s) to the County of Los Angeles A-C Shared Services Division requesting payment as identified in §202.E., above, following costs being incurred and paid, and the required supporting documentation is available. Each Claim Reimbursement Request must be accompanied by the Reimbursement Form and Instructions (attached hereto as Exhibit I). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES 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 and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of prior State approval of the After Action Report with the reimbursement request.

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

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of any Claim Reimbursement Request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient

has turned in all supporting documentation and completed the requirements of this Agreement. Additionally, any payment made to the Subrecipient may be subject to repayment by the Subrecipient to the County of Los Angeles for noncompliance in accordance with §411 of this Agreement.

- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. The County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

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

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. C.F.R.

Subrecipient must comply with Title 2 C.F.R. 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.), Title 2 C.F.R. 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 years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

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

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

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (Title 5 C.F.R. 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 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 , 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 C.F.R. Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a

Certification Regarding Debarment, attached hereto as Exhibit B, required by EO 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 C.F.R. Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2021 Notice of Funding Opportunity and in the State's "Standard Assurances". By signing these Standard Assurances and accepting the Notice of Funding Opportunity, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Standard Assurances are incorporated into this Agreement through Exhibit E. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Standard Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Standard Assurances in Exhibit E, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Standard Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between

the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and EO 12591, 4/10/87, 52 FR 13414, Title 3 C.F.R., 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, Title 3 C.F.R., 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (Title 48 C.F.R. 27.404(a)).

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer 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 Electronic Funds Transfer 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 10 days after the notice is sent.

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT
Chief Executive Officer

_____ Date

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
Acting County Counsel

BY _____
Senior Deputy County Counsel

DISASTER MANAGEMENT AREA H

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

APPROVED AS TO FORM

BY _____
City Attorney (Signature – If Needed) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature – If Needed) (Print Name) Date

EXHIBITS

Exhibit A	Disaster Management Area Cities
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification and Disclosure Regarding Lobbying
Exhibit E	Certification of Standard Assurances
Exhibit F	Final Grant Award Letter and Project Worksheet(s)
Exhibit G	2021 Notice of Funding Opportunity
Exhibit H	2021 EMPG Performance Report
Exhibit I	Reimbursement Form and Instructions
Exhibit J	Subrecipient Monitoring Instrument

DISASTER MANAGEMENT AREA CITIES

<u>City</u>	<u>Area</u>
Los Angeles	H

**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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.

OFFICIAL'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)*]

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input checked="" type="checkbox"/> B <div style="margin-left: 20px;"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance </div>		<input checked="" type="checkbox"/> B <div style="margin-left: 20px;"> a. bid/offer/application b. initial award c. post-award </div>		<input checked="" type="checkbox"/> A <div style="margin-left: 20px;"> a. initial filing b. material change </div> <div style="margin-top: 10px;"> For Material Change Only: Year _____ Quarter _____ date of last report _____ </div>	
4. Name and Address of Reporting Entity: Disaster Management Area X, 1231 Main St., Los Angeles, CA 90012			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> County of Los Angeles Chief Executive Office 500 W. Temple St., Rm. B-79-2 Los Angeles, CA 90012 </div>		
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee </div> Tier, if known: _____ Congressional District, if known: _____			Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: Emergency Management Performance Grant CFDA Number, if applicable: 97.042		
8. Federal Action Number, if known: _____			9. Award Amount, if known: _____		
10. a. Name and Address of Lobbying Entity <small>(if individual, last name, first name, MI):</small> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>			b. Individuals Performing Services <small>(last name, first name, MI - include address if different from 10a)</small>		
11. Amount of Payment (check all that apply) : <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Planned </div>			13. Type of Payment (check all that apply): <div style="margin-top: 10px;"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ </div>		
12. Form of Payment (check all that apply): <div style="margin-top: 10px;"> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ </div> <div style="margin-top: 10px;"> nature _____ value _____ </div>			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: <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheet(s) SF-LLL-A attached: <div style="display: flex; justify-content: center; margin-top: 10px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. <small>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.</small>				Signature: _____ Name: John Doe Title: Area X Representative Telephone: (213) 555-5555 <small>(area code)</small> Date: 12/30/2020	
Federal Use Only:				Authorized for Local Reproduction Standard Form – LLL	

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> Tier, <i>if known</i> : _____ Congressional District, <i>if known</i> : _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
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) : <div style="display: flex; justify-content: space-around;"> _____ Actual _____ Planned </div>	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: <div style="display: flex; justify-content: space-between;"> nature _____ value _____ </div>		
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: <div style="display: flex; justify-content: space-around;"> Yes No </div>		
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: _____ <div style="text-align: right;">(area code)</div> Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A



Standard Assurances For 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 \(OMB\)](http://www.whitehouse.gov/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;



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.



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 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:



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. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



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;



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.



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. Cooperation and Access to Records

All Applicants 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 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 \$30,000 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.



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;



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.



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) AND AMERICAN RESCUE PLAN ACT (ARPA) – 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 publicly-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.



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.



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.



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.



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 2021, Version 11.4, 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: _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 11, 2021

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2021 Emergency Management Performance Grant
Program (EMPG)
Subaward #2021-0015, Cal OES ID#037-00000
Subaward Performance Period: July 1, 2021, to June 30, 2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2021 EMPG subaward in the amount of \$2,179,226. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures 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 financial hold, 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 performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 11, 2021
Page 2 of 2

You are required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward performance period 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 to assess proposals in future grant opportunities.

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

10-22-2021

Date

PROJECT LEDGER

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)

Cal OES ID: 037-00000

Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
A	Area H - Staff S&EB	EMPG	EMG	Organization	\$ 631,934
				Totals	\$ 631,934

PLANNING

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)

Cal OES ID: 037-00000

Grant #: 2021-0015

Ledger Type Initial Application

POP Start Date 7/1/2021

POP End Date 6/30/2023

Project	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
									\$ -

ORGANIZATION

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)

Cal OES ID: 037-00000

Grant #: 2021-0015

Ledger Type	Initial Application
--------------------	----------------------------

POP Start Date	7/1/2021
-----------------------	----------

POP End Date	6/30/2023
---------------------	-----------

Project	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Budgeted Cost
							\$ 631,934
A	Area H - LA City Emergency Management Department	EMPG	EMG	Staffing	Staffing Salaries	Staffing	\$ 631,934

EQUIPMENT

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)
Cal OES ID: 037-00000
Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Compliance	Funding Source	Discipline	Solution Area Sub Category	Deployed Location	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
											\$ -

TRAINING

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)
Cal OES ID: 037-00000
Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Course Name	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
												\$ -

EXERCISE

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)
Cal OES ID: 037-00000
Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Exercise Type	Identified Host	Date of Exercise	Date of AAR/IP Emailed to HSEEP	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
												\$ -

CONSULTANT - CONTRACTOR

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)
 Cal OES ID: 037-00000
 Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Consulting Firm/ Consultant Name	Project/ Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Noncompetitive Procurement	Hold Trigger	Approval Date	Period of Expenditure	Budgeted Cost
											\$ -

PERSONNEL

**Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)**

Cal OES ID: 037-00000

Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Cost Charged to Grant
							\$ -
A	Carol Parks	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Thalia Polychronis	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Gary Singer	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Crisanta Gonzalez	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	LaCheryl Bell	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Anthony Agunaga	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Jillian De Vela	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Alfonso "Alen" Pijuan	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Jennifer Lazo	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Robert "Robbie" Spears	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Omari Battles	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Jessica Kellogg	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Emergency Management Coordinator I (EMD is in the process of hiring and anticipates this person to be on staff within the next 3 months)	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	

A	Emergency Management Coordinator I (EMD is in the process of hiring and anticipates this person to be on staff within the next 3 months)	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	
A	Emergency Management Coordinator I (EMD is in the process of hiring and anticipates this person to be on staff within the next 3 months)	Area H - Manage LA City Emergency Management Operations	EMPG	EMG	Organization	Staffing	

MATCH

Disaster Management Area H
2021 Emergency Management Performance Grant (EMPG)
 Cal OES ID: 037-00000
 Grant #: 2021-0015

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Project Title	Match Description	Discipline	Solution Area	Solution Area Sub-Category	Type of Match	Total Budgeted Match
							\$ 631,934
A	Area H - Staff S&EB	Project A is 100% in-kind match from city staff EM time donated to Area H	EMG	Organization	Staffing	In-Kind Match	\$ 568,741
A	Area H - Staff S&EB	Project A is 100% in-kind match donated to Area H for expenditures for licenses, certificates or service used to sustain emergency management work	EMG	Maintenance & Sustainment	User fees	In-Kind Match	\$ 63,193

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Emergency Management Performance Grant (EMPG)
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.”

Table of Contents

A.	Program Description.....	3
1.	Issued By.....	3
2.	Assistance Listings Number	3
3.	Assistance Listings Title	3
4.	Funding Opportunity Title	3
5.	Funding Opportunity Number.....	3
6.	Authorizing Authority for Program	3
7.	Appropriation Authority for Program.....	3
8.	Announcement Type	3
9.	Program Category	4
10.	Program Overview, Objectives, and Priorities	4
11.	Performance Metrics	8
B.	Federal Award Information	8
1.	Available Funding for the NOFO	8
2.	Period of Performance	9
3.	Projected Period of Performance Start Dates.....	9
4.	Projected Period of Performance End Dates.....	9
5.	Funding Instrument Type.....	10
C.	Eligibility Information.....	10
1.	Eligible Applicants.....	10
2.	Applicant Eligibility Criteria	10
3.	Other Eligibility Criteria	10
4.	Cost Share or Match.....	10
D.	Application and Submission Information.....	11
1.	Key Dates and Times	11

2.	Agreeing to Terms and Conditions of the Award	13
3.	Address to Request Application Package	13
4.	Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application	13
5.	Electronic Delivery	14
6.	How to Register to Apply through Grants.gov	14
7.	How to Submit an Initial Application to FEMA via Grants.gov	14
8.	Submitting the Final Application in ND Grants	15
9.	Timely Receipt Requirements and Proof of Timely Submission	15
10.	Content and Form of Application Submission.....	16
11.	Intergovernmental Review	17
12.	Funding Restrictions and Allowable Costs.....	17
E.	Application Review Information	20
1.	Application Evaluation Criteria	20
2.	Review and Selection Process	21
F.	Federal Award Administration Information	22
1.	Notice of Award.....	22
2.	Pass-Through Requirements	22
3.	Administrative and National Policy Requirements.....	22
4.	Reporting.....	24
5.	Monitoring and Oversight.....	24
G.	DHS Awarding Agency Contact Information	24
1.	Contact and Resource Information	24
2.	Systems Information	25
H.	Additional Information.....	26
1.	Termination Provisions.....	26
2.	Period of Performance Extensions.....	27

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

97.042

3. Assistance Listings Title

Emergency Management Performance Grant (EMPG) Program

4. Funding Opportunity Title

Fiscal Year 2021 Emergency Management Performance Grant Program

5. Funding Opportunity Number

Grant Program Title	NOFO Number
EMPG – Region I	DHS-21-GPD-042-01-01
EMPG – Region II	DHS-21-GPD-042-02-01
EMPG – Region III	DHS-21-GPD-042-03-01
EMPG – Region IV	DHS-21-GPD-042-04-01
EMPG – Region V	DHS-21-GPD-042-05-01
EMPG – Region VI	DHS-21-GPD-042-06-01
EMPG – Region VII	DHS-21-GPD-042-07-01
EMPG – Region VIII	DHS-21-GPD-042-08-01
EMPG – Region IX	DHS-21-GPD-042-09-01
EMPG – Region X	DHS-21-GPD-042-10-01

6. Authorizing Authority for Program

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

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: Emergency Management

10. Program Overview, Objectives, and Priorities

a. *Overview*

The Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG program supports the goal to Strengthen Preparedness and Resilience.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The EMPG Program supports the goals of Building a Culture of Preparedness, Ready the Nation for Catastrophic Disasters, and Reducing the Complexity of FEMA. We invite all stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

b. *Objectives*

Provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation. To that end, program objectives include: 1) closing capability gaps that are identified in the state or territory's most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources (see *Priorities* section below). DHS/FEMA requires EMPG recipients to complete a THIRA/SPR. Additional information on the THIRA/SPR process, including other NPS tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>.

c. *Priorities*

All EMPG applicants are required to develop and submit a Work Plan as described in the "EMPG Work Plan" section of the [Preparedness Grants Manual](#). All EMPG Work Plans will require final approval by the applicable FEMA Regional Administrator. Prior to submission, the applicant must work with the FEMA Regional Administrator, or designated FEMA Regional Program Manager, to ensure that appropriate regional and state/territory priorities are effectively addressed in the Work Plan.

Priorities, and associated EMPG-funded projects, must be mutually agreed to by the recipient and Regional Administrator. Identification of priorities and development of the EMPG Work Plan should involve a collaborative negotiation process through which a common set of priorities will emerge based on a combination of state/territory priorities, regional priorities, and national priorities (as outlined in the table below). State/territory priorities should be primarily driven by the THIRA/SPR process, as explained in the Objectives section above. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans;

and/or 4) other deliberate planning products may also be used to inform state/territory priorities. Regional priorities will be determined by the Regional Administrator based on his/her unique knowledge of the region's preparedness and emergency management needs, including broader insight into common capability gaps across the region and potential opportunities for economies of scale to capitalize on those commonalities. Regional priorities should also be based on an analysis of THIRA/SPR data and other information sources provided by the states/territories in their area(s) of responsibility. Ideally, all EMPG funded projects, as outlined in the approved FY 2021 EMPG Work Plan, will support the priorities identified through this approach.

Through the priority development and negotiation process, each region and state/territory should discuss state/territory, regional, and national priorities. Converging their processes for identifying priorities and reaching consensus on a common set of shared priorities helps the region and each state/territory to realize economies of scale. As a result of these negotiations, the region and state/territory should reach a consensus on three to five priorities each recipient will focus on addressing and improving in its EMPG Work Plan.

Recent updates to 2 C.F.R. Part 200 require federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices (*see* 2 C.F.R. § 200.301, Performance measurement). Based on this, in addition to placing a stronger emphasis on priorities-based investments, FEMA revised the EMPG Work Plan template to include specific performance measures and to collect the data necessary to measure grant outcomes and program performance. Additionally, new for FY 2021, recipients will set outcome-oriented performance goals for closing capability gaps related to the three to five priorities agreed upon with the region, aligning funding with high-priority strategic preparedness needs. An outcome-oriented approach will allow recipients to define success, benchmark their projects, and measure their progress in building capability. Recipients will be able to use this to generate a feedback cycle; if projects are not achieving desired outcomes, recipients will have a basis for revisiting plans and assessments and making adjustments to their projects and other investments. Finally for FY 2021, it is a requirement that at least 87.5% of all projects that include Planning, Training, and/or Exercise deliverables align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission and other relevant information sources, as explained above.

When developing state/territory priorities, applicants should consider the persistent preparedness challenges identified in the National Preparedness Report (NPR), which evaluates nationwide progress in building, sustaining, and delivering the core capabilities outlined in the National Preparedness Goal. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern. The NPR can be found at <http://www.fema.gov/national-preparedness-report>.

The intent of this approach is to fund projects that address areas for improvement identified through lessons learned from past disasters, including:

- Logistics – Distribution Management Planning;
- Evacuation Plan/Annex;
- Disaster Financial Management;
- Catastrophic Disaster Housing; and
- Resilient Communications.

However, recognizing that every state and territory has its own unique preparedness and emergency management needs, the national priorities identified above should be viewed as equal to the state/territory and regional priorities identified through the THIRA/SPR and Work Plan development processes. Ideally, regional and state/territory priorities will complement and support the national priorities. The only mandate stemming from these national priorities is the requirement for all EMPG recipients to develop and maintain a Distribution Management (DM) Plan as an annex to their existing Emergency Operations Plan (EOP). See the Logistics Planning section of the [Preparedness Grants Manual](#) for additional details on this requirement.

EMPG funding may also be used to assist emergency managers with implementing community lifelines. The lifelines concept simplifies incident information to provide decision makers with clearly identified impacts to critical community services and root causes that inform response and recovery actions. The [Community Lifelines Implementation Toolkit](#) provides whole community partners the information and resources to understand lifelines and to coordinate with entities using lifelines. The toolkit serves as basic guidance for how to implement the lifeline construct during incident response.

The table below provides a high-level breakdown of national priority areas, the associated core capabilities and lifelines, as well as examples of project types for each area. The national priorities should be given equal consideration relative to the identified state/territory priorities and regional priorities when developing the common set of mutual priorities for the region and each state/territory. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#).

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Logistics – Distribution Management Planning	<ul style="list-style-type: none"> • Logistics and Supply Chain Management • Supply Chain Integrity and Security 	<ul style="list-style-type: none"> • Food, Water and Shelter • Health and Medical • Transportation 	<ul style="list-style-type: none"> • Development of a Distribution Management Plan which addresses: <ul style="list-style-type: none"> ○ State/local staging site plans ○ State/local commodity point of distribution site plans ○ Staging and Point of Distribution staffing strategies/plans ○ Transportation strategies/plans ○ Resource sourcing strategies/plans

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Evacuation Plan/Annex	<ul style="list-style-type: none"> • Planning • Risk Management for Protection Programs and Activities • Risk and Disaster Resilience Assessment • Threats and Hazards Identification • Operational Coordination • Long-Term Vulnerability Reduction • Critical Transportation • Infrastructure Systems 	<ul style="list-style-type: none"> • Transportation 	<ul style="list-style-type: none"> • Assessment of evacuation capabilities and needs • Development/updating of evacuation plans • Improvement of evacuation capabilities, such transportation systems to support contraflow lanes • Conducting evacuation training and exercises • Development of public awareness campaigns support evacuation plans <p>(See Planning Considerations: Evacuation and Shelter-in-Place for additional guidance)</p>
Disaster Financial Management	<ul style="list-style-type: none"> • Planning • Risk Management for Protection Programs and Activities • Risk and Disaster Resilience Assessment • Community Resilience • Economic Recovery 	<ul style="list-style-type: none"> • Communications 	<ul style="list-style-type: none"> • Development of plan for the sequencing of federal, nonprofit and state disaster programs • Development of Disaster Financial Management Plan
Catastrophic Disaster Housing	<ul style="list-style-type: none"> • Housing • Planning • Situational Assessment • Infrastructure Systems 	<ul style="list-style-type: none"> • Food, Water and Shelter 	<ul style="list-style-type: none"> • Development of state-led disaster housing task force plan • Establishment of State Disaster Recovery Coordinator • Completion of State Housing Strategy template
Resilient Communications	<ul style="list-style-type: none"> • Operational Communications • Planning • Public Information and Warning • Operational Coordination • Intelligence and Information Sharing • Cybersecurity • Physical Protective Measures • Long-Term Vulnerability Reduction • Risk and Disaster Resilience Assessment • Threats and Hazards Identification • Infrastructure Systems 	<ul style="list-style-type: none"> • Communications 	<ul style="list-style-type: none"> • Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plans, and Standard Operating Procedures that address continuity and recovery of emergency communication systems • Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks. • Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications. • Physical hardening of infrastructure systems and support emergency communications.

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Implementation of Community Lifelines	<ul style="list-style-type: none"> • Planning • Situational Assessment • Operational Coordination • Community Resilience 	<ul style="list-style-type: none"> • Safety and Security • Food, Water and Shelter • Health and Medical • Energy • Communications • Transportation • Hazardous Materials 	<ul style="list-style-type: none"> • Hiring or contracting of planners to update emergency operations plans to address community lifelines • Training of emergency managers on community lifelines concept and use • Exercises to measure effectiveness of community lifelines implementation.

11. Performance Metrics

Performance metrics for this program are as follows:

- Percent of funding allocated by the recipient to closing capability gaps, as reported in the state or territory's SPR.
- Percent of funding allocated by the recipient to build or sustain capabilities in priority areas identified in Section 10 above.
- Percent of Planning, Training, and/or Exercise related projects that align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission and other relevant information sources.

FEMA will analyze the above metrics through the review of state/territory SPR submissions, EMPG Work Plans, and required programmatic reports.

B. Federal Award Information

1. Available Funding for the NOFO: **\$355.1 million**

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

FY 2021 EMPG Allocations

State/Territory	Allocation	State/Territory	Allocation
Alabama	\$5,810,048	New Hampshire	\$3,536,296

State/Territory	Allocation	State/Territory	Allocation
Alaska	\$3,130,109	New Jersey	\$8,343,188
Arizona	\$7,408,830	New Mexico	\$4,009,589
Arkansas	\$4,600,659	New York	\$15,029,265
California	\$27,840,216	North Carolina	\$9,442,218
Colorado	\$6,376,806	North Dakota	\$3,151,951
Connecticut	\$4,937,370	Ohio	\$10,140,855
Delaware	\$3,293,610	Oklahoma	\$5,208,395
District of Columbia	\$3,118,379	Oregon	\$5,375,140
Florida	\$16,561,961	Pennsylvania	\$10,837,984
Georgia	\$9,512,053	Rhode Island	\$3,338,580
Hawaii	\$3,562,346	South Carolina	\$5,999,679
Idaho	\$3,830,896	South Dakota	\$3,233,434
Illinois	\$10,712,809	Tennessee	\$7,066,950
Indiana	\$6,982,606	Texas	\$21,440,067
Iowa	\$4,685,744	Utah	\$4,740,948
Kansas	\$4,526,013	Vermont	\$3,061,159
Kentucky	\$5,525,910	Virginia	\$8,156,564
Louisiana	\$5,633,396	Washington	\$7,582,922
Maine	\$3,525,978	West Virginia	\$3,803,954
Maryland	\$6,535,466	Wisconsin	\$6,392,753
Massachusetts	\$7,071,260	Wyoming	\$3,034,926
Michigan	\$9,036,574	Puerto Rico	\$4,702,915
Minnesota	\$6,280,633	U.S. Virgin Islands	\$955,477
Mississippi	\$4,559,897	American Samoa	\$917,809
Missouri	\$6,596,700	Guam	\$995,257
Montana	\$3,353,579	Northern Mariana Islands	\$920,661
Nebraska	\$3,901,654	Republic of the Marshall Islands	\$50,000
Nevada	\$4,669,562	Federated States of Micronesia	\$50,000
Total			\$355,100,000

2. 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 or 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.”

3. Projected Period of Performance Start Dates: October 1, 2020

4. Projected Period of Performance End Dates: September 30, 2023

5. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

State or territorial governments (the State Administrative Agency [SAA] or the state's Emergency Management Agency [EMA]).

2. Applicant Eligibility Criteria

All 56 States and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia (collectively “state or territory”), are eligible to apply for FY 2021 EMPG funds. Either the SAA or the EMA is eligible to apply directly to FEMA for EMPG funds on behalf of each state or territory. However, only one application will be accepted from each state or territory.

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 Goal, EMPG recipients must belong to, be located in, or act as an EMAC temporary member state, except for American Samoa, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Commonwealth of the Northern Mariana Islands, which are not currently subject to these requirements. All assets supported in part or entirely with FY 2021 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations per existing EMAC agreements.

4. Cost Share or Match

The FY 2021 EMPG program has a cost-share requirement. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). Eligible EMPG applicants shall agree

to make available non-federal funds to carry out an EMPG award in amount not less than 50 percent of the total project cost. In other words, the federal share applied toward the EMPG budget shall not exceed 50 percent of the total budget as submitted in the application and approved in the award. If the total project ends up costing more, the recipient is responsible for any additional costs; if the total project ends up costing less, the recipient may owe FEMA an amount required to ensure that the federal cost share is not in excess of 50 percent. A state must at least equally match (cash or third party in-kind) the federal contribution pursuant to sections 611(j) and 613(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. The recipient's contribution should be specifically identified. These non-federal contributions have the same eligibility requirements as the federal share.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

For example, if the federal award were at a 50 percent cost share and the total approved budget cost was \$100,000, then:

- Federal share is 50 percent of \$100,000 = \$50,000
- Recipient share is 50 percent of \$100,000 = \$50,000

However, with this example, if the total cost ended up being \$120,000, the federal share would remain at 50 percent of the total approved budget at the time of application of \$100,000, or \$50,000. If the total cost ended up being \$80,000, then the 50 percent federal share would decrease to \$40,000, and the recipient cost share would be \$40,000.

In accordance with 48 U.S.C. § 1469a, cost-match requirements are waived for the insular areas of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, as well as the Federated States of Micronesia and the Republic of the Marshall Islands.

See the [Preparedness Grants Manual](#) for additional cost share/match guidance.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|---|--------------------------|
| a. <i>Application Start Date:</i> | 02/25/2021 |
| b. <i>Application Submission Deadline:</i> | 05/14/2021 at 5:00 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 a.m. – 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer. 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 a.m. – 5 p.m. ET.

- c. *Anticipated Funding Selection Date:* No later than July 16, 2021
- d. *Anticipated Award Date:* No later than Sept. 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 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>.

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 Authorized Organizational Representative (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; and
- 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 p.m. 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*

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
- **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. EMPG WORK PLAN INSTRUCTIONS

All EMPG applicants must develop and submit a Work Plan as described in the “EMPG Work Plan” section of the [Preparedness Grants Manual](#). All EMPG Work Plans will require final approval by the FEMA Regional Administrator. Prior to submission of the EMPG Work Plan, the applicant must work with the FEMA Regional Administrator or designated FEMA Regional Program Manager to ensure that the common set of agreed-upon priorities, as explained in the Priorities section above, are properly addressed in the EMPG Work Plan. All EMPG applicants are strongly encouraged to use the templates provided in the [Preparedness Grants Manual](#) to submit a required Work Plan that outlines the state’s emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG period of performance. This document is also located in the Related Documents tab of the [Grants.gov](#) EMPG posting.

11. 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/2020/01/spoc_1_16_2020.pdf).

12. 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.

For additional guidance please refer to [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 if they are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the AOR. The request 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 for both state or territory and local-level EMAs. A state EMA may use up to 5% of the EMPG award for M&A purposes. In addition, local EMAs may retain and use up to 5% of the amount they receive from the state for local M&A purposes. If the SAA is not the state or territory-level EMA, the SAA is not eligible to retain funds for M&A.

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

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 Grant 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 Grant 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. *Other Direct Costs*

Direct costs generally need to fit within one of the categories listed below. For costs that do not explicitly fit within one of the mentioned categories, recipients should consult their regional EMPG program manager to determine whether the costs is allowable under the award.

I. PLANNING

Planning costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

II. ORGANIZATION

Organization costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

IV. TRAINING

Training costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

V. EXERCISES

Exercise costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

VI. TRAVEL

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

VII. CONSTRUCTION AND RENOVATION

Construction and renovation costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

VIII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

IX. MAINTENANCE AND SUSTAINMENT

Funding may be used to sustain programs that help achieve core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Response Mission Area of the Goal, and fusion centers. For additional details on the use of funds for maintenance and sustainment costs, please refer to the [Preparedness Grants Manual](#).

E. Application Review Information**1. Application Evaluation Criteria****a. *Programmatic Criteria***

Please see the [Preparedness Grants Manual](#) for information on Application Evaluation Criteria.

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; and/or
- 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*

Recipients must comply with all administrative requirements described herein—including the submission of the Work Plan and other application materials as required. The following process will be used to make awards for the program:

a. *Initial Review*

DHS/FEMA's Regional EMPG Managers conduct all pre-award reviews for EMPG grants. All EMPG Work Plans require final approval by the FEMA Regional Administrator. Prior to submission of the EMPG Work Plan, the applicant must work with the FEMA Regional Administrator or designated FEMA Regional Program Manager to ensure that regional or state priorities are properly addressed in the EMPG Work Plan.

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

b. *Overall Review*

FEMA Regions are responsible for reviewing submitted applications. Each FEMA Regional EMPG Manager reviews the FY 2021 EMPG Work Plans for their states or territories to assess the proposed EMPG investments against the agreed upon priorities. This will include a financial review using the following criteria:

- Allowability, allocability, and financial reasonableness of the proposed budget and investment information, and
- Whether a recipient meets the financial and legal requirements listed in 2 C.F.R. Part 200.

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

Each state or territory shall obligate 100 percent of its total EMPG allocation to the designated state-level EMA. If the SAA is also the EMA, this requirement is automatically met. If the SAA is a separate agency or has a separate budget process, then all EMPG funds must be obligated to the EMA within 15 days of the grant award date. In instances where the state EMA is making subawards to local jurisdictions, DHS/FEMA expects the state EMA to make these subawards as expeditiously as possible.

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:

- Environmental Planning and Historic Preservation (EHP) Compliance;
- FirstNet;
- National Incident Management System (NIMS) Implementation; and
- 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 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.

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/office-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. *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.

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 in compliance 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>.

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 Regional Program Analysts for the EMPG. If you do not know your Regional Program Analyst, reference <https://www.fema.gov/fema-regional-contacts> or

contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5 p.m. 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 a.m. – 5 p.m. 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. *FEMA Regional Offices*

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for EMPG. The Regions also provide technical assistance to EMPG recipients.

FEMA Regional Office contact information is available at <https://www.fema.gov/fema-regional-contacts>.

e. *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.

f. *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](https://www.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 a.m. – 6 p.m. 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; and
- 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 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 Regional Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Program Analyst as needed when preparing an extension request. Please refer to the Preparedness Grants Manual for more detail on the requirements for submitting a POP extension request.



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Instructions: Complete all required fields of the Performance Report. Failure to complete all fields may result in additional follow up from Cal OES.

Part I: General Information

Subrecipient:	
Subaward Numbers: EMPG: 2021-0015 EMPG-ARPA: 2021-0014	Total Awarded Amounts: \$ \$
Subaward Period of Performance: 7/1/2021 to 6/30/2023	Point of Contact Info: Name: Phone: Email:
Reporting Period: Select quarter range from dropdown	
Date of Report: This date must fall after reporting quarter	

Part II: EMPG Grant Activities

If you need to report on additional projects, please copy/paste the project box below.

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4:



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

<p>Q5:</p> <p>Q6:</p> <p>Q7:</p> <p>Q8:</p> <p>Comments/Explanation for Not Started, Delayed, or Cancelled Status:</p>

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
<p>Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.)</p> <p>Q1:</p> <p>Q2:</p> <p>Q3:</p> <p>Q4:</p> <p>Q5:</p> <p>Q6:</p> <p>Q7:</p> <p>Q8:</p> <p>Comments/Explanation for Not Started, Delayed, or Cancelled Status:</p>



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

--

Part II Continued: EMPG-ARPA Grant Activities

If you need to report on additional projects, please copy/paste the project box below.

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4: Q5: Q6: Q7: Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:

Project Letter:
Project Title: Insert project title from FMFW here



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4: Q5: Q6: Q7: Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:

Part III: Personnel Funding Data

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

Metric	EMPG Total	EMPG-ARPA Total
Identify the total amount of EMPG and matching funds allocated to personnel salaries and benefits.	\$	\$
Identify the total number of emergency management personnel supported by EMPG funds (listed in the FMFW/Personnel Tab).	#	#



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Part IV: Training Data

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

Name of Training	Number of Personnel Trained	Funding Source
	#	Select
	#	Select
	#	Select
	#	Select
	#	Select

Part V: Exercise Data

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

	Exercise 1	Exercise 2	Exercise 3
Name of Exercise	Exercise Name	Exercise Name	Exercise Name
Funding Source	Funding Source	Funding Source	Funding Source
Date of Exercise	Exercise Date	Exercise Date	Exercise Date
Type of Exercise	Choose an item	Choose an item	Choose an item
Exercise included on the MY-TEP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date AAR/IP Completed	Click here to enter a date	Click here to enter a date	Click here to enter a date

Part VI: EMPG Program-Funded Personnel Training Record

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



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

EMPG Funded Personnel	NIMS Training – Completion Dates (M/D/YY)				FEMA Professional Development Series – Completion Dates (M/D/YY)						
	IS 100	IS 200	IS 700	IS 800	IS 120.c	IS 230.e	IS 235.c	IS 240.b	IS 241.b	IS 242.b	IS 244.b
Employee Name											
Employee Name											
Employee Name											
Employee Name											
Employee Name											
Employee Name											

Part VII: EMPG Program-Funded Personnel Exercise Record

Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab, their completion of the required exercises (2 exercises within the period of performance) and select a priority that aligns to each exercise.

EMPG Funded Personnel	Exercise 1	Exercise 2
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority

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

Report on activities pertaining to the completion, submission, and updating of an FY21 EMPG Multi-Year Training and Exercise Plan.



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

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

Part IX: Self-Certifying regarding 100% Match Activities

Check the box if all Match activities are in compliance with applicable Federal requirements and regulations for T&E, EHPs, Procurement, etc.	Yes	No	N//A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, please explain:			

Part X: Certification of Reported Activities

The undersigned is a duly appointed Authorized Agent and certifies that the above activities and statuses are true and correct.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ **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 below)	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 NAME _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

[illegible]

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.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(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

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGP Course Title & OHS Tracking No. _____
 (requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

Approved by: _____
Authorized Signature

Print Name and Title

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PLANNING ROSTER

[illegible]

Approved by:

Authorized Signature

Print Name and Title

Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER

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
						-	-					
	GRAND TOTAL						\$					

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)

[illegible]

Work Order No.
Subrecipient Monitoring Instrument

Attachment D

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County Emergency Management Performance Grant
Monitoring Reports for Fiscal Year 2021-22

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 Emergency Management Performance Grant.

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1. Was a Single Audit completed for Grant Year 2021-22?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA)?			
3. Did the Single Audit identify findings related to the EMPG 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. 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, go 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. Did the Subrecipient appropriately document the Training expenditures for staff salaries and employee benefits using employee timecards?
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?
 - b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?

B. PLANNING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
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? 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: 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.			
11. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Planning expenditure amount? If the match amount is less, please explain.			

C. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities aligned 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 yes, continue. If no, go 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?
6. For projects with backfill expenditures for Organization:
 - 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 other payroll documentation?
 - c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?

C. ORGANIZATION (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
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:			
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.			
10. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Organization expenditure amount? If the match amount is less, please explain.			

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).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, go to next section.			
2. Did the project require an Aviation, Environmental and Historic Preservation, or Watercraft approval?			
3. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
4. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" (AEL)?			
5. Did the Subrecipient accurately report the Equipment expenditures in their accounting records (including a copy of cancelled check or equivalent)?			
6. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a. Description of Equipment,			
b. Serial number or other identification number,			
c. AEL number,			
d. Funding source/grant year,			
e. Title holder,			
f. 100% federal participation. If no, identify percentage,			
g. Acquisition date,			
h. Acquisition cost,			
i. Quantity,			
j. Equipment location,			
k. Use and condition of Equipment,			
l. Disposal date and sale price of the Equipment			
7. Did the Subrecipient conduct a physical inventory of Equipment purchased with grant funds at least every two years?			

D. EQUIPMENT (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
9. Did the Subrecipient maintain Equipment in a secure location?			
10. 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?			
11. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
12. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the County/Cal OES, steps to replace the Equipment, and an investigative process?			
13. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
14. 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.			
15. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Equipment expenditure amount? If the match amount is less, please explain.			

E. 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).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, continue. If no, go 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 feedback number?			
3. Did the project require Environmental and Historic Preservation (EHP) approval? If so, did the Subrecipient receive prior approval from the State before conducting the training?			
4. Did the Subrecipient appropriately document the Training expenditures for staff salaries and employee benefits using employee timecards, sign-in sheets and certificates of training?			
5. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
6. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
7. 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?			

E. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. 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?			
9. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
10. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
11. 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 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.			
12. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			

F. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and that the activities aligned with the 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, go to next section.
2. Did the Subrecipient appropriately document the Exercise expenditures by submitting an After Action Report (AAR) to the Homeland Security Exercise and Evaluation Program (HSEEP) for Exercise activities?
3. Did the Subrecipient enter the AAR Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the Exercise?
4. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and feedback number?
5. Did the project require an Environmental and Historic Preservation (EHP) approval? If so, did the Subrecipient receive prior approval from the State before conducting the Exercise?
6. 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?
7. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants/contractors?
8. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?

F. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
9. 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?			
10. 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?			
11. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
12. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
13. 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.			
14. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			

EMPG MATCH

Emergency Management Performance Grant (EMPG)

Grant Fiscal Year 2021

Allocation

EMPG Area H Funding Allocation	\$631,934.00
--------------------------------	--------------

Required

Indirect (Match) Expenses	\$631,934.00
---------------------------	--------------

TOTAL OBLIGATION	\$1,263,868.00
-------------------------	-----------------------

Direct Expenses

Emergency Management Department	Amount
Emergency Management Coordinator II (2 positions @ 70% of \$137,390.40 for EMPG work only)	\$192,346.56
Emergency Management Coordinator I (6 positions @ 70% of \$110,998.08 for EMPG work only)	\$466,191.94
TOTAL	\$658,538.50

Indirect (Match) Expenses - Salaries

Emergency Management Department	
EMD Assistant General Manager (1 position @ 60% of \$183,368.16 for EMPG work only),	\$110,020.90
Emergency Management Coordinator I (1 position @ 70% of \$110,998.08 for EMPG work only)	\$77,698.66
Principal Project Coordinator (1 positions @ 60% of \$128,307.60 for EMPG work only)	\$76,984.56
Senior Project Coordinator - Grant Administrator (1 position @ 60% of \$104,546.16 for EMPG work only)	\$62,727.70
Administrative Intern I (6 positions @ 60% of \$42,490.80 for EMPG work only)	\$152,966.88
	\$480,398.69
Recreation and Parks	
Emergency Management Coordinator I (1 position @ 30% of \$110,998.08 for EMPG work only)	\$33,299.42

Administrative Intern I	
(4 positions @ 30% of \$42,490.80 for EMPG work only)	\$50,988.96
	\$84,288.38
Department of Public Works - Bureau of Engineering	
Emergency Management Coordinator I	
(1 position @ 30% of \$110,998.08 for EMPG work only)	\$33,299.42
	\$33,299.42
TOTAL	\$597,986.50

Indirect (Match) Expenses - Licensing Fees

Emergency Management Department	
Veoci	
Veoci (EOC Situational Awareness System)	
07/01/2021 - 06/30/2022	\$79,000.00
Everbridge	
(Critical Incident Operational Response Software)	
07/02/2021 - 07/01/2022	\$380,399.44
TOTAL	\$459,399.44

TOTAL CALCULATED EXPENSES	\$1,715,924.43
----------------------------------	-----------------------

* Monetary calculations are estimations and are based on information from CityPay

ARPA CONTRACT

***Emergency Management Performance Grant –
American Rescue Plan Act
Subrecipient Agreement
Grant Year 2021***

Between the

County of Los Angeles

and

Disaster Management Area H

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security through the Grants Program Directorate of the Federal Emergency Management Agency (FEMA), has provided financial assistance under Assistance Listings No. 97.042 – Emergency Management Performance Grant-American Rescue Plan Act (EMPG-ARPA), directly to the California Governor's Office of Emergency Services (Cal OES) for the 2021 EMPG-ARPA Program, Federal Award Identification No. 037-00000, Federal Award dated October 11, 2021 with a performance period of July 1, 2021 through June 30, 2023. This Federal Award is not a R&D award; and

WHEREAS, Cal OES provides said funds to the County of Los Angeles (Unique Entity ID #KU76QNJGYFF6) as its Subgrantee, and its Chief Executive Office (CEO) is responsible for managing and overseeing the EMPG-ARPA funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 EMPG-ARPA grant from Cal OES in the total amount of \$136,606.00 with a dollar funding Match Requirement as specified under §C of the 2021 EMPG-ARPA Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit G; and

WHEREAS, the County of Los Angeles now wishes to distribute 2021 EMPG-ARPA grant funds to the Subrecipient in the amount of \$39,613.00, as further detailed in this Agreement and attachments hereto; and

WHEREAS, the County of Los Angeles has been delegated authority by the Board of Supervisors to enter into subrecipient agreements on behalf of the County of Los Angeles with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and the Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Disaster Management Area H, a joint powers 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,
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

Melissa Tarver
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-3338
Fax: (213) 687-3765
mtarver@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI #	
Address:	
City/State/Zip:	
Phone:	
Email:	

With a copy to:

Name and Title:	
Organization	
Address:	
City/State/Zip:	
Phone:	
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 business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from July 1, 2021 through April 30, 2023, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative for the 2021 EMPG-ARPA, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit F.

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

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

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

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

Status reports must be submitted by the ninth day of the month following the end of the quarter, or as designated by the County of Los Angeles.

Claim Reimbursement Request(s) must be submitted by the 15th day of each month following the end of the quarter, with the exception of April 2023 through June 2023 quarter which is due April 30, 2023, or as designated by the County of Los Angeles.

- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 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 a Corrective Action Plan to the County of Los Angeles within 30 days of any issue identified by an audit.
- I. Any equipment acquired pursuant to this Agreement must be authorized in the FEMA Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2021 EMPG-ARPA Notice of Funding Opportunity, Exhibit G. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2021 EMPG-ARPA can be found at Title 2 C.F.R. Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the

various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. 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 acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with EMPG-ARPA funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within 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 C.F.R. Part 200.313 (d) (1).

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, Federal, or County of Los Angeles auditors/monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above and provide to the County of Los Angeles when requested.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit G - 2021 EMPG-ARPA, Notice of Funding Opportunity or subsequent grant year programs.
 - L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG-ARPA, Notice of Funding Opportunity, and must be first submitted to the County of Los Angeles and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frt/>.
 - M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG-ARPA, Notice of Funding Opportunity. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://preptoolkit.fema.gov/web/hseep-resources>.
 - N. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG-ARPA, Notice of Funding Opportunity.
 - O. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2021 EMPG-ARPA, Notice of Funding Opportunity.
 - P. Subrecipient must provide to the County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to the County of Los Angeles prior to final execution of the Agreement.
 - Q. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. Subject to the terms and conditions of this Agreement, the County of Los Angeles will reimburse Subrecipient up to the maximum amount of \$39,613.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by the County of Los Angeles. Subrecipient must also provide a dollar Match Requirement in the amount of \$39,613.00 or the adjusted allocation as approved by the County of Los Angeles; in the event the Match Requirement is not met, Subrecipient funding will be adjusted to the Match Requirement received. All expenditures must be for the purchase of personnel services, equipment, exercises, training, planning, operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to the County of Los Angeles in the 2021 EMPG-ARPA Grant Award Letter from Cal OES, attached hereto as Exhibit F.
- B. Subrecipient must submit Claim Reimbursement Request(s) to the County of Los Angeles A-C Shared Services Division requesting payment as identified in §202.E., above, following costs being incurred and paid, and the required supporting documentation is available. Each Claim Reimbursement Request must be accompanied by the Reimbursement Form and Instructions (attached hereto as Exhibit I). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES 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 and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of prior State approval of the After Action Report with the reimbursement request.

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

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of any Claim Reimbursement Request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient

has turned in all supporting documentation and completed the requirements of this Agreement. Additionally, any payment made to the Subrecipient may be subject to repayment by the Subrecipient to the County of Los Angeles for noncompliance in accordance with §411 of this Agreement.

- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. The County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

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

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. C.F.R.

Subrecipient must comply with Title 2 C.F.R. 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.), Title 2 C.F.R. 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 years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

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

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

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (Title 5 C.F.R. 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 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 , 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 C.F.R. Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a

Certification Regarding Debarment, attached hereto as Exhibit B, required by EO 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 C.F.R. Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2021 Notice of Funding Opportunity and in the State's "Standard Assurances". By signing these Standard Assurances and accepting the Notice of Funding Opportunity, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Standard Assurances are incorporated into this Agreement through Exhibit E. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Standard Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Standard Assurances in Exhibit E, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Standard Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between

the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and EO 12591, 4/10/87, 52 FR 13414, Title 3 C.F.R., 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, Title 3 C.F.R., 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (Title 48 C.F.R. 27.404(a)).

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer 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 Electronic Funds Transfer 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 10 days after the notice is sent.

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT
Chief Executive Officer

_____ Date

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
Acting County Counsel

BY _____
Senior Deputy County Counsel

DISASTER MANAGEMENT AREA H

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

APPROVED AS TO FORM

BY _____
City Attorney (Signature – If Needed) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature – If Needed) (Print Name) Date

EXHIBITS

Exhibit A	Disaster Management Area Cities
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification and Disclosure Regarding Lobbying
Exhibit E	Certification of Standard Assurances
Exhibit F	Final Grant Award Letter and Project Worksheet(s)
Exhibit G	2021 Notice of Funding Opportunity
Exhibit H	2021 EMPG-ARPA Performance Report
Exhibit I	Reimbursement Form and Instructions
Exhibit J	Subrecipient Monitoring Instrument

DISASTER MANAGEMENT AREA CITIES

<u>City</u>	<u>Area</u>
Los Angeles	H

**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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.

OFFICIAL'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)*]

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Disaster Management Area X, 1231 Main St., Los Angeles, CA 90012 <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; padding: 5px; margin: 5px;"> County of Los Angeles Chief Executive Office 500 W. Temple St., Rm. B-79-2 Los Angeles, CA 90012 </div> Congressional District, if known: _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: Emergency Management Performance Grant CFDA Number, if applicable: 97.042	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity <small>(if individual, last name, first name, MI):</small> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small> 	b. Individuals Performing Services <small>(last name, first name, MI - include address if different from 10a)</small> 	
11. Amount of Payment (check all that apply) : _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ nature _____ value _____		
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: <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small> 		
15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="radio"/> Yes <input type="radio"/> 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: John Doe Title: Area X Representative Telephone: (213) 555-5555 <small>(area code)</small> Date: 12/30/2020
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> <div style="text-align: center; margin-top: 10px;"> Tier, If known: _____ </div> <div style="margin-top: 10px;"> Congressional District, if known: _____ </div>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="margin-top: 10px;"> Congressional District, if known: _____ </div>
6. Federal Department/Agency: 	7. Federal Program Name/Description: <div style="margin-top: 10px;"> CFDA Number, if applicable: _____ </div>	
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) : <div style="display: flex; justify-content: space-around; margin-top: 5px;"> _____ Actual _____ Planned </div>	13. Type of Payment (check all that apply): <div style="margin-top: 5px;"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ </div>	
12. Form of Payment (check all that apply): <div style="margin-top: 5px;"> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ </div> <div style="margin-top: 10px; text-align: center;"> nature _____ value _____ </div>		
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: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Yes No </div>		
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: _____ <div style="text-align: center; margin-top: 5px;"> (area code) </div> Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A



Standard Assurances For 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 \(OMB\)](http://www.whitehouse.gov/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;



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.



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 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:



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. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



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;



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.



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. Cooperation and Access to Records

All Applicants 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 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 \$30,000 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.



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;



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.



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) AND AMERICAN RESCUE PLAN ACT (ARPA) – 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 publicly-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.



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.



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.



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.



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 2021, Version 11.4, 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: _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 11, 2021

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

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2021 Emergency Management Performance Grant
Program-American Rescue Plan Act (EMPG-ARPA)
Subaward #2021-0014, Cal OES ID#037-00000
Subaward Performance Period: July 1, 2021, to June 30, 2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2021 EMPG-ARPA subaward in the amount of \$136,606. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures 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 financial hold, 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 performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 11, 2021
Page 2 of 2

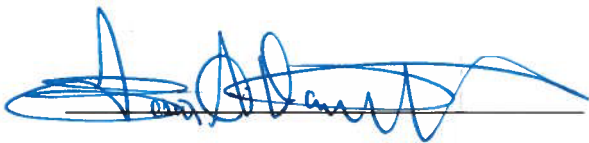
You are required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward performance period or until all activities are completed and the subaward is formally 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 to assess proposals in future grant opportunities.

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

10-22-2021

Date

PROJECT LEDGER

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)

Cal OES ID: 037-00000

Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
C	Area H - Equipment	EMPG-ARPA	EMG	Equipment	\$ 12,205
C	Area H - Equipment	EMPG-ARPA	EMG	Equipment	\$ 23,045
C	Area H - Equipment	EMPG-ARPA	EMG	Equipment	\$ 4,363
				Totals	\$ 39,613

PLANNING

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)
Cal OES ID: 037-00000
Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
									\$ -

ORGANIZATION

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)
Cal OES ID: 037-00000
Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Budgeted Cost
							\$ -

EQUIPMENT

Disaster Management Area H
 2021 EMPG-American Rescue Plan Act (ARPA)
 Cal OES ID: 037-00000
 Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Compliance	Solution Area Sub-Category	Deployed Location	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
									\$ 39,613
C	(QTY: 4) USB Hub 3.0 Splitter with 4ft Extension Long Cable Cord, 4-Port Extra Slim Multiport Expander	04HW-01-INHW	Hardware, Computer, Integrated	N/A	04 - Information Technology		No	N/A	\$ 74
C	(QTY: 4) Professional Tripod Ball Head with 1/4 Screw, Base and Ballhead	04MD-01-VCAM	Camera, Video	N/A	04 - Information Technology		No	N/A	\$ 79
C	(QTY: 4) 3.5mm Male to Female Stereo Audio Extension Adapter Cable - 12 Feet	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	21 - Other Authorized Equipment		No	N/A	\$ 38
C	(QTY:6) USB Speakerphone with 4 Mics	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	21 - Other Authorized Equipment		No	N/A	\$ 460
C	(QTY:4) USB Microphone	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	21 - Other Authorized Equipment		No	N/A	\$ 438
C	(QTY:4) LED Full Color Camera/Camcorder Light, Pocket Size Rechargeable Video Light	04MD-01-VCAM	Camera, Video	N/A	04 - Information Technology		No	N/A	\$ 609
C	(QTY:2) Cable Organizer Cord Management Wire Holder System (Black20pcs)	21GN-00-OCEQ	Equipment and Supplies, Information/Emergency Operations/Fusion Centers	N/A	21 - Other Authorized Equipment		No	N/A	\$ 20

TRAINING

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)
Cal OES ID: 037-00000
Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Course Name	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
												\$ -

EXERCISE

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)
Cal OES ID: 037-00000
Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Exercise Type	Identified Host	Date of Exercise	Date of AAR/IP Emailed to HSEEP	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
												\$ -

CONSULTANT - CONTRACTOR

Disaster Management Area H
 2021 EMPG-American Rescue Plan Act (ARPA)
 Cal OES ID: 037-00000
 Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Consulting Firm/ Consultant Name	Project/ Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Noncompetitive Procurement	Hold Trigger	Approval Date	Period of Expenditure	Fee for Deliverable	Hourly/Billing Rate	Total Project Hours	Reimbursement Request	Budgeted Cost
															\$ -

PERSONNEL

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)
Cal OES ID: 037-00000
Grant #: 2021-0014

Ledger Type	Initial Application
POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Cost Charged to Grant
							\$ -

MATCH

Disaster Management Area H
2021 EMPG-American Rescue Plan Act (ARPA)

Cal OES ID: 037-00000

Grant #: 2021-0014

Ledger Type	Initial Application
-------------	---------------------

POP Start Date	7/1/2021
POP End Date	6/30/2023

Project	Project Title	Match Description	Solution Area	Solution Area Sub-Category	Type of Match	Total Budgeted Match
						\$ 39,613
C	Area H - Equipment	Project C is 100% in-kind match from City Staff EM time donated to Area H	Organization	Staffing	In-Kind Match	\$ 32,597
C	Area H - Equipment	Project C is 100% in-kind match donated to Area H for expenditures for licenses, certificates or service used to maintain emergency management work	Maintenance & Sustainment	User Fees	In-Kind Match	\$ 7,016

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Emergency Management Performance Grant (EMPG)
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.”

Table of Contents

A. Program Description.....	3
1. Issued By.....	3
2. Assistance Listings Number	3
3. Assistance Listings Title	3
4. Funding Opportunity Title	3
5. Funding Opportunity Number.....	3
6. Authorizing Authority for Program	3
7. Appropriation Authority for Program.....	3
8. Announcement Type	3
9. Program Category	4
10. Program Overview, Objectives, and Priorities	4
11. Performance Metrics	8
B. Federal Award Information	8
1. Available Funding for the NOFO	8
2. Period of Performance	9
3. Projected Period of Performance Start Dates.....	9
4. Projected Period of Performance End Dates.....	9
5. Funding Instrument Type.....	10
C. Eligibility Information.....	10
1. Eligible Applicants.....	10
2. Applicant Eligibility Criteria	10
3. Other Eligibility Criteria.....	10
4. Cost Share or Match.....	10
D. Application and Submission Information.....	11
1. Key Dates and Times	11

2.	Agreeing to Terms and Conditions of the Award	13
3.	Address to Request Application Package	13
4.	Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application	13
5.	Electronic Delivery	14
6.	How to Register to Apply through Grants.gov	14
7.	How to Submit an Initial Application to FEMA via Grants.gov	14
8.	Submitting the Final Application in ND Grants	15
9.	Timely Receipt Requirements and Proof of Timely Submission	15
10.	Content and Form of Application Submission.....	16
11.	Intergovernmental Review	17
12.	Funding Restrictions and Allowable Costs.....	17
E.	Application Review Information	20
1.	Application Evaluation Criteria	20
2.	Review and Selection Process	21
F.	Federal Award Administration Information	22
1.	Notice of Award.....	22
2.	Pass-Through Requirements	22
3.	Administrative and National Policy Requirements.....	22
4.	Reporting.....	24
5.	Monitoring and Oversight.....	24
G.	DHS Awarding Agency Contact Information	24
1.	Contact and Resource Information	24
2.	Systems Information	25
H.	Additional Information.....	26
1.	Termination Provisions.....	26
2.	Period of Performance Extensions.....	27

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

97.042

3. Assistance Listings Title

Emergency Management Performance Grant (EMPG) Program

4. Funding Opportunity Title

Fiscal Year 2021 Emergency Management Performance Grant Program

5. Funding Opportunity Number

Grant Program Title	NOFO Number
EMPG – Region I	DHS-21-GPD-042-01-01
EMPG – Region II	DHS-21-GPD-042-02-01
EMPG – Region III	DHS-21-GPD-042-03-01
EMPG – Region IV	DHS-21-GPD-042-04-01
EMPG – Region V	DHS-21-GPD-042-05-01
EMPG – Region VI	DHS-21-GPD-042-06-01
EMPG – Region VII	DHS-21-GPD-042-07-01
EMPG – Region VIII	DHS-21-GPD-042-08-01
EMPG – Region IX	DHS-21-GPD-042-09-01
EMPG – Region X	DHS-21-GPD-042-10-01

6. Authorizing Authority for Program

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

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: Emergency Management

10. Program Overview, Objectives, and Priorities

a. *Overview*

The Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG program supports the goal to Strengthen Preparedness and Resilience.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The EMPG Program supports the goals of Building a Culture of Preparedness, Ready the Nation for Catastrophic Disasters, and Reducing the Complexity of FEMA. We invite all stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

b. *Objectives*

Provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation. To that end, program objectives include: 1) closing capability gaps that are identified in the state or territory's most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources (see *Priorities* section below). DHS/FEMA requires EMPG recipients to complete a THIRA/SPR. Additional information on the THIRA/SPR process, including other NPS tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>.

c. *Priorities*

All EMPG applicants are required to develop and submit a Work Plan as described in the "EMPG Work Plan" section of the [Preparedness Grants Manual](#). All EMPG Work Plans will require final approval by the applicable FEMA Regional Administrator. Prior to submission, the applicant must work with the FEMA Regional Administrator, or designated FEMA Regional Program Manager, to ensure that appropriate regional and state/territory priorities are effectively addressed in the Work Plan.

Priorities, and associated EMPG-funded projects, must be mutually agreed to by the recipient and Regional Administrator. Identification of priorities and development of the EMPG Work Plan should involve a collaborative negotiation process through which a common set of priorities will emerge based on a combination of state/territory priorities, regional priorities, and national priorities (as outlined in the table below). State/territory priorities should be primarily driven by the THIRA/SPR process, as explained in the Objectives section above. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans;

and/or 4) other deliberate planning products may also be used to inform state/territory priorities. Regional priorities will be determined by the Regional Administrator based on his/her unique knowledge of the region's preparedness and emergency management needs, including broader insight into common capability gaps across the region and potential opportunities for economies of scale to capitalize on those commonalities. Regional priorities should also be based on an analysis of THIRA/SPR data and other information sources provided by the states/territories in their area(s) of responsibility. Ideally, all EMPG funded projects, as outlined in the approved FY 2021 EMPG Work Plan, will support the priorities identified through this approach.

Through the priority development and negotiation process, each region and state/territory should discuss state/territory, regional, and national priorities. Converging their processes for identifying priorities and reaching consensus on a common set of shared priorities helps the region and each state/territory to realize economies of scale. As a result of these negotiations, the region and state/territory should reach a consensus on three to five priorities each recipient will focus on addressing and improving in its EMPG Work Plan.

Recent updates to 2 C.F.R. Part 200 require federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices (*see* 2 C.F.R. § 200.301, Performance measurement). Based on this, in addition to placing a stronger emphasis on priorities-based investments, FEMA revised the EMPG Work Plan template to include specific performance measures and to collect the data necessary to measure grant outcomes and program performance. Additionally, new for FY 2021, recipients will set outcome-oriented performance goals for closing capability gaps related to the three to five priorities agreed upon with the region, aligning funding with high-priority strategic preparedness needs. An outcome-oriented approach will allow recipients to define success, benchmark their projects, and measure their progress in building capability. Recipients will be able to use this to generate a feedback cycle; if projects are not achieving desired outcomes, recipients will have a basis for revisiting plans and assessments and making adjustments to their projects and other investments. Finally for FY 2021, it is a requirement that at least 87.5% of all projects that include Planning, Training, and/or Exercise deliverables align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission and other relevant information sources, as explained above.

When developing state/territory priorities, applicants should consider the persistent preparedness challenges identified in the National Preparedness Report (NPR), which evaluates nationwide progress in building, sustaining, and delivering the core capabilities outlined in the National Preparedness Goal. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern. The NPR can be found at <http://www.fema.gov/national-preparedness-report>.

The intent of this approach is to fund projects that address areas for improvement identified through lessons learned from past disasters, including:

- Logistics – Distribution Management Planning;
- Evacuation Plan/Annex;
- Disaster Financial Management;
- Catastrophic Disaster Housing; and
- Resilient Communications.

However, recognizing that every state and territory has its own unique preparedness and emergency management needs, the national priorities identified above should be viewed as equal to the state/territory and regional priorities identified through the THIRA/SPR and Work Plan development processes. Ideally, regional and state/territory priorities will complement and support the national priorities. The only mandate stemming from these national priorities is the requirement for all EMPG recipients to develop and maintain a Distribution Management (DM) Plan as an annex to their existing Emergency Operations Plan (EOP). See the Logistics Planning section of the [Preparedness Grants Manual](#) for additional details on this requirement.

EMPG funding may also be used to assist emergency managers with implementing community lifelines. The lifelines concept simplifies incident information to provide decision makers with clearly identified impacts to critical community services and root causes that inform response and recovery actions. The [Community Lifelines Implementation Toolkit](#) provides whole community partners the information and resources to understand lifelines and to coordinate with entities using lifelines. The toolkit serves as basic guidance for how to implement the lifeline construct during incident response.

The table below provides a high-level breakdown of national priority areas, the associated core capabilities and lifelines, as well as examples of project types for each area. The national priorities should be given equal consideration relative to the identified state/territory priorities and regional priorities when developing the common set of mutual priorities for the region and each state/territory. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#).

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Logistics – Distribution Management Planning	<ul style="list-style-type: none"> • Logistics and Supply Chain Management • Supply Chain Integrity and Security 	<ul style="list-style-type: none"> • Food, Water and Shelter • Health and Medical • Transportation 	<ul style="list-style-type: none"> • Development of a Distribution Management Plan which addresses: <ul style="list-style-type: none"> ○ State/local staging site plans ○ State/local commodity point of distribution site plans ○ Staging and Point of Distribution staffing strategies/plans ○ Transportation strategies/plans ○ Resource sourcing strategies/plans

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Evacuation Plan/Annex	<ul style="list-style-type: none"> • Planning • Risk Management for Protection Programs and Activities • Risk and Disaster Resilience Assessment • Threats and Hazards Identification • Operational Coordination • Long-Term Vulnerability Reduction • Critical Transportation • Infrastructure Systems 	<ul style="list-style-type: none"> • Transportation 	<ul style="list-style-type: none"> • Assessment of evacuation capabilities and needs • Development/updating of evacuation plans • Improvement of evacuation capabilities, such transportation systems to support contraflow lanes • Conducting evacuation training and exercises • Development of public awareness campaigns support evacuation plans <p>(See Planning Considerations: Evacuation and Shelter-in-Place for additional guidance)</p>
Disaster Financial Management	<ul style="list-style-type: none"> • Planning • Risk Management for Protection Programs and Activities • Risk and Disaster Resilience Assessment • Community Resilience • Economic Recovery 	<ul style="list-style-type: none"> • Communications 	<ul style="list-style-type: none"> • Development of plan for the sequencing of federal, nonprofit and state disaster programs • Development of Disaster Financial Management Plan
Catastrophic Disaster Housing	<ul style="list-style-type: none"> • Housing • Planning • Situational Assessment • Infrastructure Systems 	<ul style="list-style-type: none"> • Food, Water and Shelter 	<ul style="list-style-type: none"> • Development of state-led disaster housing task force plan • Establishment of State Disaster Recovery Coordinator • Completion of State Housing Strategy template
Resilient Communications	<ul style="list-style-type: none"> • Operational Communications • Planning • Public Information and Warning • Operational Coordination • Intelligence and Information Sharing • Cybersecurity • Physical Protective Measures • Long-Term Vulnerability Reduction • Risk and Disaster Resilience Assessment • Threats and Hazards Identification • Infrastructure Systems 	<ul style="list-style-type: none"> • Communications 	<ul style="list-style-type: none"> • Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plans, and Standard Operating Procedures that address continuity and recovery of emergency communication systems • Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks. • Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications. • Physical hardening of infrastructure systems and support emergency communications.

National Priorities			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Implementation of Community Lifelines	<ul style="list-style-type: none"> • Planning • Situational Assessment • Operational Coordination • Community Resilience 	<ul style="list-style-type: none"> • Safety and Security • Food, Water and Shelter • Health and Medical • Energy • Communications • Transportation • Hazardous Materials 	<ul style="list-style-type: none"> • Hiring or contracting of planners to update emergency operations plans to address community lifelines • Training of emergency managers on community lifelines concept and use • Exercises to measure effectiveness of community lifelines implementation.

11. Performance Metrics

Performance metrics for this program are as follows:

- Percent of funding allocated by the recipient to closing capability gaps, as reported in the state or territory's SPR.
- Percent of funding allocated by the recipient to build or sustain capabilities in priority areas identified in Section 10 above.
- Percent of Planning, Training, and/or Exercise related projects that align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission and other relevant information sources.

FEMA will analyze the above metrics through the review of state/territory SPR submissions, EMPG Work Plans, and required programmatic reports.

B. Federal Award Information

1. Available Funding for the NOFO: **\$355.1 million**

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

FY 2021 EMPG Allocations

State/Territory	Allocation	State/Territory	Allocation
Alabama	\$5,810,048	New Hampshire	\$3,536,296

State/Territory	Allocation	State/Territory	Allocation
Alaska	\$3,130,109	New Jersey	\$8,343,188
Arizona	\$7,408,830	New Mexico	\$4,009,589
Arkansas	\$4,600,659	New York	\$15,029,265
California	\$27,840,216	North Carolina	\$9,442,218
Colorado	\$6,376,806	North Dakota	\$3,151,951
Connecticut	\$4,937,370	Ohio	\$10,140,855
Delaware	\$3,293,610	Oklahoma	\$5,208,395
District of Columbia	\$3,118,379	Oregon	\$5,375,140
Florida	\$16,561,961	Pennsylvania	\$10,837,984
Georgia	\$9,512,053	Rhode Island	\$3,338,580
Hawaii	\$3,562,346	South Carolina	\$5,999,679
Idaho	\$3,830,896	South Dakota	\$3,233,434
Illinois	\$10,712,809	Tennessee	\$7,066,950
Indiana	\$6,982,606	Texas	\$21,440,067
Iowa	\$4,685,744	Utah	\$4,740,948
Kansas	\$4,526,013	Vermont	\$3,061,159
Kentucky	\$5,525,910	Virginia	\$8,156,564
Louisiana	\$5,633,396	Washington	\$7,582,922
Maine	\$3,525,978	West Virginia	\$3,803,954
Maryland	\$6,535,466	Wisconsin	\$6,392,753
Massachusetts	\$7,071,260	Wyoming	\$3,034,926
Michigan	\$9,036,574	Puerto Rico	\$4,702,915
Minnesota	\$6,280,633	U.S. Virgin Islands	\$955,477
Mississippi	\$4,559,897	American Samoa	\$917,809
Missouri	\$6,596,700	Guam	\$995,257
Montana	\$3,353,579	Northern Mariana Islands	\$920,661
Nebraska	\$3,901,654	Republic of the Marshall Islands	\$50,000
Nevada	\$4,669,562	Federated States of Micronesia	\$50,000
Total			\$355,100,000

2. 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 or 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.”

3. Projected Period of Performance Start Dates: October 1, 2020

4. Projected Period of Performance End Dates: September 30, 2023

5. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

State or territorial governments (the State Administrative Agency [SAA] or the state's Emergency Management Agency [EMA]).

2. Applicant Eligibility Criteria

All 56 States and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia (collectively “state or territory”), are eligible to apply for FY 2021 EMPG funds. Either the SAA or the EMA is eligible to apply directly to FEMA for EMPG funds on behalf of each state or territory. However, only one application will be accepted from each state or territory.

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 Goal, EMPG recipients must belong to, be located in, or act as an EMAC temporary member state, except for American Samoa, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Commonwealth of the Northern Mariana Islands, which are not currently subject to these requirements. All assets supported in part or entirely with FY 2021 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations per existing EMAC agreements.

4. Cost Share or Match

The FY 2021 EMPG program has a cost-share requirement. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). Eligible EMPG applicants shall agree

to make available non-federal funds to carry out an EMPG award in amount not less than 50 percent of the total project cost. In other words, the federal share applied toward the EMPG budget shall not exceed 50 percent of the total budget as submitted in the application and approved in the award. If the total project ends up costing more, the recipient is responsible for any additional costs; if the total project ends up costing less, the recipient may owe FEMA an amount required to ensure that the federal cost share is not in excess of 50 percent. A state must at least equally match (cash or third party in-kind) the federal contribution pursuant to sections 611(j) and 613(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. The recipient's contribution should be specifically identified. These non-federal contributions have the same eligibility requirements as the federal share.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

For example, if the federal award were at a 50 percent cost share and the total approved budget cost was \$100,000, then:

- Federal share is 50 percent of \$100,000 = \$50,000
- Recipient share is 50 percent of \$100,000 = \$50,000

However, with this example, if the total cost ended up being \$120,000, the federal share would remain at 50 percent of the total approved budget at the time of application of \$100,000, or \$50,000. If the total cost ended up being \$80,000, then the 50 percent federal share would decrease to \$40,000, and the recipient cost share would be \$40,000.

In accordance with 48 U.S.C. § 1469a, cost-match requirements are waived for the insular areas of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, as well as the Federated States of Micronesia and the Republic of the Marshall Islands.

See the [Preparedness Grants Manual](#) for additional cost share/match guidance.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|---|--------------------------|
| a. <i>Application Start Date:</i> | 02/25/2021 |
| b. <i>Application Submission Deadline:</i> | 05/14/2021 at 5:00 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 a.m. – 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer. 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 a.m. – 5 p.m. ET.

- c. *Anticipated Funding Selection Date:* No later than July 16, 2021
- d. *Anticipated Award Date:* No later than Sept. 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 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>.

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 Authorized Organizational Representative (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; and
- 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 p.m. 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*

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
- **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. EMPG WORK PLAN INSTRUCTIONS

All EMPG applicants must develop and submit a Work Plan as described in the “EMPG Work Plan” section of the [Preparedness Grants Manual](#). All EMPG Work Plans will require final approval by the FEMA Regional Administrator. Prior to submission of the EMPG Work Plan, the applicant must work with the FEMA Regional Administrator or designated FEMA Regional Program Manager to ensure that the common set of agreed-upon priorities, as explained in the Priorities section above, are properly addressed in the EMPG Work Plan. All EMPG applicants are strongly encouraged to use the templates provided in the [Preparedness Grants Manual](#) to submit a required Work Plan that outlines the state’s emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG period of performance. This document is also located in the Related Documents tab of the [Grants.gov](#) EMPG posting.

11. 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/2020/01/spoc_1_16_2020.pdf).

12. 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.

For additional guidance please refer to [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 if they are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the AOR. The request 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 for both state or territory and local-level EMAs. A state EMA may use up to 5% of the EMPG award for M&A purposes. In addition, local EMAs may retain and use up to 5% of the amount they receive from the state for local M&A purposes. If the SAA is not the state or territory-level EMA, the SAA is not eligible to retain funds for M&A.

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

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 Grant 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 Grant 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. *Other Direct Costs*

Direct costs generally need to fit within one of the categories listed below. For costs that do not explicitly fit within one of the mentioned categories, recipients should consult their regional EMPG program manager to determine whether the costs is allowable under the award.

I. PLANNING

Planning costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

II. ORGANIZATION

Organization costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

IV. TRAINING

Training costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

V. EXERCISES

Exercise costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

VI. TRAVEL

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

VII. CONSTRUCTION AND RENOVATION

Construction and renovation costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

VIII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

IX. MAINTENANCE AND SUSTAINMENT

Funding may be used to sustain programs that help achieve core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Response Mission Area of the Goal, and fusion centers. For additional details on the use of funds for maintenance and sustainment costs, please refer to the [Preparedness Grants Manual](#).

E. Application Review Information**1. Application Evaluation Criteria****a. *Programmatic Criteria***

Please see the [Preparedness Grants Manual](#) for information on Application Evaluation Criteria.

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; and/or
- 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*

Recipients must comply with all administrative requirements described herein—including the submission of the Work Plan and other application materials as required. The following process will be used to make awards for the program:

a. *Initial Review*

DHS/FEMA's Regional EMPG Managers conduct all pre-award reviews for EMPG grants. All EMPG Work Plans require final approval by the FEMA Regional Administrator. Prior to submission of the EMPG Work Plan, the applicant must work with the FEMA Regional Administrator or designated FEMA Regional Program Manager to ensure that regional or state priorities are properly addressed in the EMPG Work Plan.

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

b. *Overall Review*

FEMA Regions are responsible for reviewing submitted applications. Each FEMA Regional EMPG Manager reviews the FY 2021 EMPG Work Plans for their states or territories to assess the proposed EMPG investments against the agreed upon priorities. This will include a financial review using the following criteria:

- Allowability, allocability, and financial reasonableness of the proposed budget and investment information, and
- Whether a recipient meets the financial and legal requirements listed in 2 C.F.R. Part 200.

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

Each state or territory shall obligate 100 percent of its total EMPG allocation to the designated state-level EMA. If the SAA is also the EMA, this requirement is automatically met. If the SAA is a separate agency or has a separate budget process, then all EMPG funds must be obligated to the EMA within 15 days of the grant award date. In instances where the state EMA is making subawards to local jurisdictions, DHS/FEMA expects the state EMA to make these subawards as expeditiously as possible.

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:

- Environmental Planning and Historic Preservation (EHP) Compliance;
- FirstNet;
- National Incident Management System (NIMS) Implementation; and
- 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 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.

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/office-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. *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.

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 in compliance 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>.

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 Regional Program Analysts for the EMPG. If you do not know your Regional Program Analyst, reference <https://www.fema.gov/fema-regional-contacts> or

contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5 p.m. 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 a.m. – 5 p.m. 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. *FEMA Regional Offices*

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for EMPG. The Regions also provide technical assistance to EMPG recipients.

FEMA Regional Office contact information is available at <https://www.fema.gov/fema-regional-contacts>.

e. *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.

f. *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](https://www.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 a.m. – 6 p.m. 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; and
- 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 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 Regional Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Program Analyst as needed when preparing an extension request. Please refer to the Preparedness Grants Manual for more detail on the requirements for submitting a POP extension request.



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Instructions: Complete all required fields of the Performance Report. Failure to complete all fields may result in additional follow up from Cal OES.

Part I: General Information

Subrecipient:	
Subaward Numbers: EMPG: 2021-0015 EMPG-ARPA: 2021-0014	Total Awarded Amounts: \$ \$
Subaward Period of Performance: 7/1/2021 to 6/30/2023	Point of Contact Info: Name: Phone: Email:
Reporting Period: Select quarter range from dropdown	
Date of Report: This date must fall after reporting quarter	

Part II: EMPG Grant Activities

If you need to report on additional projects, please copy/paste the project box below.

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4:



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Q5:
Q6:
Q7:
Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.)
Q1:
Q2:
Q3:
Q4:
Q5:
Q6:
Q7:
Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

--

Part II Continued: EMPG-ARPA Grant Activities

If you need to report on additional projects, please copy/paste the project box below.

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4: Q5: Q6: Q7: Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:

Project Letter:
Project Title: Insert project title from FMFW here



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Description: Insert project description from FMFW here
Project Status: Choose an item.
Project Summary: (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.) Q1: Q2: Q3: Q4: Q5: Q6: Q7: Q8:
Comments/Explanation for Not Started, Delayed, or Cancelled Status:

Part III: Personnel Funding Data

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

Metric	EMPG Total	EMPG-ARPA Total
Identify the total amount of EMPG and matching funds allocated to personnel salaries and benefits.	\$	\$
Identify the total number of emergency management personnel supported by EMPG funds (listed in the FMFW/Personnel Tab).	#	#



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

Part IV: Training Data

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

Name of Training	Number of Personnel Trained	Funding Source
	#	Select
	#	Select
	#	Select
	#	Select
	#	Select

Part V: Exercise Data

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

	Exercise 1	Exercise 2	Exercise 3
Name of Exercise	Exercise Name	Exercise Name	Exercise Name
Funding Source	Funding Source	Funding Source	Funding Source
Date of Exercise	Exercise Date	Exercise Date	Exercise Date
Type of Exercise	Choose an item	Choose an item	Choose an item
Exercise included on the MY-TEP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date AAR/IP Completed	Click here to enter a date	Click here to enter a date	Click here to enter a date

Part VI: EMPG Program-Funded Personnel Training Record

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



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

EMPG Funded Personnel	NIMS Training – Completion Dates (M/D/YY)				FEMA Professional Development Series – Completion Dates (M/D/YY)						
	IS 100	IS 200	IS 700	IS 800	IS 120.c	IS 230.e	IS 235.c	IS 240.b	IS 241.b	IS 242.b	IS 244.b
Employee Name											
Employee Name											
Employee Name											
Employee Name											
Employee Name											
Employee Name											

Part VII: EMPG Program-Funded Personnel Exercise Record

Report data on EMPG Program-funded personnel identified on the Financial Management Forms Workbook's (FMFW) Personnel Tab, their completion of the required exercises (2 exercises within the period of performance) and select a priority that aligns to each exercise.

EMPG Funded Personnel	Exercise 1	Exercise 2
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
Employee Name	Exercise Name	Exercise Name
	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority

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

Report on activities pertaining to the completion, submission, and updating of an FY21 EMPG Multi-Year Training and Exercise Plan.



FY 2021 Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) Performance Report

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

Part IX: Self-Certifying regarding 100% Match Activities

Check the box if all Match activities are in compliance with applicable Federal requirements and regulations for T&E, EHPs, Procurement, etc.	Yes	No	N//A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, please explain:			

Part X: Certification of Reported Activities

The undersigned is a duly appointed Authorized Agent and certifies that the above activities and statuses are true and correct.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ **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 below)	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 NAME _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

[illegible]

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.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(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

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGPC Course Title & OHS Tracking No. _____
 (requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

Approved by: _____
Authorized Signature

Print Name and Title

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PLANNING ROSTER

[illegible]

Approved by:

Authorized Signature

Print Name and Title

Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER

[illegible]

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)

[illegible]

Work Order No.
Subrecipient Monitoring Instrument

Attachment D

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County Emergency Management Performance Grant
Monitoring Reports for Fiscal Year 2021-22

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 Emergency Management Performance Grant.

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1. Was a Single Audit completed for Grant Year 2021-22?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA)?			
3. Did the Single Audit identify findings related to the EMPG 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. 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, go 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. Did the Subrecipient appropriately document the Training expenditures for staff salaries and employee benefits using employee timecards?
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?
 - b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?

B. PLANNING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
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? 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: 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.			
11. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Planning expenditure amount? If the match amount is less, please explain.			

C. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities aligned 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 yes, continue. If no, go 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?
6. For projects with backfill expenditures for Organization:
 - 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 other payroll documentation?
 - c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?

C. ORGANIZATION (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
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:			
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.			
10. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Organization expenditure amount? If the match amount is less, please explain.			

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).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, go to next section.			
2. Did the project require an Aviation, Environmental and Historic Preservation, or Watercraft approval?			
3. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
4. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" (AEL)?			
5. Did the Subrecipient accurately report the Equipment expenditures in their accounting records (including a copy of cancelled check or equivalent)?			
6. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a. Description of Equipment,			
b. Serial number or other identification number,			
c. AEL number,			
d. Funding source/grant year,			
e. Title holder,			
f. 100% federal participation. If no, identify percentage,			
g. Acquisition date,			
h. Acquisition cost,			
i. Quantity,			
j. Equipment location,			
k. Use and condition of Equipment,			
l. Disposal date and sale price of the Equipment			
7. Did the Subrecipient conduct a physical inventory of Equipment purchased with grant funds at least every two years?			

D. EQUIPMENT (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
9. Did the Subrecipient maintain Equipment in a secure location?			
10. 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?			
11. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
12. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the County/Cal OES, steps to replace the Equipment, and an investigative process?			
13. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
14. 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.			
15. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Equipment expenditure amount? If the match amount is less, please explain.			

E. 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).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, continue. If no, go 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 feedback number?			
3. Did the project require Environmental and Historic Preservation (EHP) approval? If so, did the Subrecipient receive prior approval from the State before conducting the training?			
4. Did the Subrecipient appropriately document the Training expenditures for staff salaries and employee benefits using employee timecards, sign-in sheets and certificates of training?			
5. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
6. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
7. 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?			

E. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. 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?			
9. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
10. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
11. 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 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.			
12. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			

F. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and that the activities aligned with the 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, go to next section.
2. Did the Subrecipient appropriately document the Exercise expenditures by submitting an After Action Report (AAR) to the Homeland Security Exercise and Evaluation Program (HSEEP) for Exercise activities?
3. Did the Subrecipient enter the AAR Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the Exercise?
4. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and feedback number?
5. Did the project require an Environmental and Historic Preservation (EHP) approval? If so, did the Subrecipient receive prior approval from the State before conducting the Exercise?
6. 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?
7. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants/contractors?
8. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?

F. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
9. 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?			
10. 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?			
11. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
12. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
13. 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.			
14. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			

ARPA MATCH

Emergency Management Performance Grant (EMPG)
America Rescue Plan Act (ARPA)
Grant Fiscal Year 2021

Allocation

EMPG ARPA Area H Funding Allocation	\$39,613.00
-------------------------------------	-------------

Required

ARPA Indirect (Match) Expenses	\$39,613.00
--------------------------------	-------------

TOTAL OBLIGATION	\$79,226.00
-------------------------	--------------------

Direct Expenses

Emergency Management Department	Amount
Authorized Equipment List - Purchase	
Dedicated Remote Video Situational Awareness Conference & Briefing Room	\$39,613.00
TOTAL	\$39,613.00

Indirect (Match) Expenses

Emergency Management Department	
(Salaries)	
EMD General Manager	
(1 position @ 60% of \$211,869.36 for EMPG work only),	\$127,121.62
Emergency Management Department	
(Licensing Fees)	
AdaptConn	
(Satellite-based Emergency Communications)	
07/01/20 - 06/30/21	\$26,650.00
TOTAL	\$153,771.62

TOTAL CALCULATED EXPENSES	\$193,384.62
----------------------------------	---------------------

* Monetary calculations are estimations and are based on information from CityPay