

State Homeland Security Grant Program

Subrecipient Agreement

Grant Year 2019

Between the

County of Santa Barbara

and the

Insert Name of Agency receiving Grant Award

**SUBRECIPIENT AGREEMENT BETWEEN THE
COUNTY OF SANTA BARBARA AND THE
Insert Name of Agency receiving Grant Award**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (the "County of Santa Barbara"), and the «Company_Name», a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Catalog of Federal Domestic Assistance (CFDA) 97.067-Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2019 SHSP, Federal Award date **INSERT DATE**; and

WHEREAS, the Cal OES provides said funds to the County of Santa Barbara (DUNS #XXXXXXXX) as its Subgrantee, and the County Executive Officer (CEO)/Office of Emergency Management (OEM) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Santa Barbara County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Santa Barbara as Subgrantee has obtained approval of the 2019 SHSP grant from Cal OES in the total amount of \$XXXXXXXX; and

WHEREAS, the County of Santa Barbara now wishes to distribute 2019 SHSP grant funds to the Subrecipient in the amount of \$XXXXXX, as further detailed in this Agreement; and

WHEREAS, the CEO or Director of Emergency Management is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Santa Barbara and Subrecipient are desirous of executing this Agreement, and the County of Santa Barbara Board of Supervisors on **INSERT DATE** authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Santa Barbara and Subrecipient agree as follows:

SECTION I
INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Santa Barbara, a political subdivision of the State of California, having its principal office at the Administration Bldg., 105 East Anapamu, Santa Barbara , CA 93101; and
- B. Insert Name of Agency receiving Grant Award, a public agency, having its principal office at **Insert address of agency.**

§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 Santa Barbara is, unless otherwise stated in this Agreement:

Insert Name, Director
Office of Emergency Management
4408 Cathedral Oaks Rd
Santa Barbara, CA 93110 Phone: (805) 681-5526
Fax: (805) 681-5592
Insert Email of Director
 - 2. The representative of Subrecipient is:
Name and Title:
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 Santa Barbara. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Santa Barbara. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Santa Barbara 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 Santa Barbara by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Santa Barbara, unless otherwise exempted:

- A. Certification of Grant Assurances - Non-Construction Programs, attached hereto as Exhibit A and made a part hereof, in accordance with §411.C of this Agreement.

[Remainder of this page intentionally left blank]

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2019 SHSP to May 31, 2022, unless the County of Santa Barbara, 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 Santa Barbara have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2019 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit B.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Santa Barbara review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. Modifications must be approved in writing by the County of Santa Barbara 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/portal/SAM> prior to the purchase of equipment or services to ensure the vendor is not listed and maintain documentation the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract justification must be presented to OEM, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any reports requested by the County of Santa Barbara to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Santa Barbara, and must be provided by the 15th of the following month. Subrecipient must submit claims for reimbursement in a timely manner.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31st of the year following the reporting period.
- G. Subrecipient will be monitored by the County of Santa Barbara on an annual basis to

ensure compliance with Cal OES grant program requirements. The County of Santa Barbara anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

- H. Subrecipient must provide a Corrective Action Plan to OEM within 30 days of any audit finding.
- I. Any equipment acquired pursuant to this Agreement must be authorized in the Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2019 SHSP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit C. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2019 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 - 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 - 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
- 1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 - 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to OEM. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to OEM, in the frequency as above.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2019 SHSP, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2019 SHSP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/catalog.do?a=federal>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2019 SHSP, Funding Opportunity Announcement. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://hseep.preptoolkit.org/>.
- N. Subrecipient must provide to OEM 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 OEM prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2019 SHSP, Funding Opportunity Announcement.
- P. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2019 SHSP, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Santa Barbara will reimburse Subrecipient up to the maximum grant amount of \$XXXXX as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Santa Barbara. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2019 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Santa Barbara Office of Emergency Management requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit D). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

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

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

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

- C. The County of Santa Barbara may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Santa Barbara of a Subrecipient reimbursement submission, inquiry from the County of Santa Barbara to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Santa Barbara 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 Santa Barbara to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Santa Barbara until the County of Santa Barbara has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

- E. It is understood that the County of Santa Barbara makes no commitment to fund this Agreement beyond the terms set forth herein.
1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
 2. County of Santa Barbara will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

[Remainder of this page intentionally left blank]

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 Santa Barbara. 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 Santa Barbara.

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 Santa Barbara:

- 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 Santa Barbara 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 Santa Barbara. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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 Santa Barbara for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Santa Barbara agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Santa Barbara's negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section

2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and

- the Subrecipient.
- E. Prior to obtaining the County of Santa Barbara' approval of any subcontract, the Subrecipient must disclose to the County of Santa Barbara 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 Santa Barbara, State of California, and Federal regulations regarding conflict of interest.
 - G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
 - H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
 - I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Santa Barbara laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - 1. CFR
Subrecipient must comply with Title 2 CFR Part 200.
 - 2. Single Audit Act
Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

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

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

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

5. Records Inspection
At any time during normal business hours and as often as either the County of Santa Barbara, 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 Santa Barbara, 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 Santa Barbara 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 Santa Barbara with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but

are not limited to, an audit, litigation or other actions involving records. The County of Santa Barbara 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 Santa Barbara unless authorization to remove them is granted in writing by the County of Santa Barbara.

7. Subcontracts and Procurement

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits

discrimination on the basis of disabilities; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

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

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

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Santa Barbara concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements. 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).

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

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

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants,

M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. 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 Santa Barbara.

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 Santa Barbara to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2019 Funding Opportunity Announcement and in the "Grant Assurances", attached hereto as Exhibit A. By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Santa Barbara became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient will be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient agrees to indemnify and hold harmless the County of Santa Barbara for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Santa Barbara 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 Santa Barbara 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

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

B. Rights to Use Inventions

County of Santa Barbara 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 Santa Barbara, at its discretion, may copyright the Material. If the County of Santa Barbara declines to copyright the Material, the County of Santa Barbara will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

It is the policy of the County of Santa Barbara 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.

[Remainder of this page intentionally left blank]

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. 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 Santa Barbara 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 Santa Barbara to the Subrecipient.

[Remainder of this page intentionally left blank]

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set for below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

COUNTY OF SANTA BARBARA
CEO or DIRECTOR OF EMERGENCY MANAGEMENT

By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A 2019 Grant Assurances

Exhibit B Final Grant Award Letter and Worksheet

Exhibit C Funding Guidelines

Exhibit D Reimbursement Form and Instructions

DRAFT

_____ **Enter Agency Name**
Standard Assurances
For FY2019 Homeland Security Grant Program

As the duly authorized representative of _____ (the "Applicant" or "Subrecipient"), 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/>.

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

1. Proof of Authority

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

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment 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 federal statutes relating to non-discrimination. These include, but are not limited to, the following:

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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
 - (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
 - (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
 - (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
 - (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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

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- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
 - (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
 - (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - (g) Executive Order 11514 which sets forth national environmental standards;
 - (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
 - (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
 - (j) The Endangered Species Act of 1973, (P.L. 93-205);
 - (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
 - (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
 - (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

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- (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.

20. California Public Records Act and Freedom of Information Act

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

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

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

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

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

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

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

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

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

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

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

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

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

IMPORTANT

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

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

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

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

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



September 26, 2019

Kelly Hubbard
Director, Office of Emergency Management
Santa Barbara County
4408 Cathedral Oaks Road
Santa Barbara, CA 93110-1042

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP)
Subaward #2019-0035, Cal OES ID#083-00000
Subaward Period of Performance: 09/01/2019-05/31/2022

Dear Director Hubbard:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 HSGP subaward in the amount of \$541,546. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to 2 CFR §§ 200.338(a) and 200.207(b)(1)-(2).

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

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



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

Kelly Hubbard
September 26, 2019
Page 2 of 2

Your organization will be 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 period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Special Condition is placed on this subaward for any funds passed-through to any Los Angeles County governmental entity. Additional information specifying the conditions will be sent at a later time.

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



Kelly Hubbard
Santa Barbara County

10-14-19

Date

HSGP Funding Guidelines

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).

In general, recipients should consult with their FEMA HQ Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the Goal.

Allowable investments made in support of the HSGP priorities as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to closing capability gaps or sustaining capabilities identified in the THIRA/SPR. Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

Multiple Purpose or Dual-Use of Funds

For both SHSP and UASI, many activities that support the achievement of core capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP- and UASI- funded projects must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

Planning (SHSP and UASI)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in [CPG 101 v2](#).

Organization (SHSP and UASI)

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

- Program management
- Development of whole community partnerships, through groups such as Citizen Corp Councils
- Structures and mechanisms for information sharing between the public and private sector
- Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors
- Operational Support
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Program Analyst upon request.

All SAAs are allowed to use up to 50 percent of their SHSP funding, and all high-risk urban areas are allowed to use up to 50 percent of their UASI funding, for personnel costs. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide interoperability coordinators (SWIC).

At the request of a recipient, the FEMA Administrator (or his designee) may grant a waiver of this 50 percent limitation. Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived
- Conditions under which the request is being submitted

- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Organizational activities under SHSP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Table 2 - Authorized Operational Overtime Categories

	Category	Description
1	National Terrorism Advisory System (NTAS)	Security measures in response to an <u>increase in the threat level</u> under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs , remains applicable; therefore, advance authorization from FEMA is not required. Refer to https://www.dhs.gov/topic/ntas for additional information on the NTAS.
2	National Security Special Event (NSSE)	Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events	<p>Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below:</p> <ul style="list-style-type: none"> • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support; • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. <p>NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.</p>

	Category	Description
4	States of Emergency	Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u> . This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	National Critical Infrastructure Prioritization Program (NCIPP)	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.
6	Directed Transit Patrols	Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.
7	Other Related Personnel Overtime Costs	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; fusion center analysts; National Guard; contract security services; etc.
8	Operational Support to a Federal Agency	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i>), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the Federal man-hour estimate and only after funding for these activities from other Federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

- Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational

overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance. SAAs should contact the Centralized Scheduling and Information Desk (CSID) for PA contact information. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled “For Official Use Only.” If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests. For example, the review of operational overtime requests for the protection of critical infrastructure will be coordinated with DHS Office of Cyber and Infrastructure Analysis to verify the Level I or Level II NCIPP designation. Also, DHS Office of Intelligence and Analysis will be consulted to validate reported threat information associated with the event or activity.

Personnel Costs. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWIC).

For further details, SAAs should refer to [Information Bulletin No. 421](#), Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110–412 – the PRICE Act), Aug. 22, 2017, or contact their FEMA PA.

HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

The following definitions apply to personnel costs:

- *Hiring.* State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

- *Overtime.* These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- *Backfill-Related Overtime.* Also called “Overtime as Backfill,” these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- *Supplanting.* Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

Organization (OPSG)

Operational Overtime Costs. OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity’s overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee’s designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- Exempt salaried employees may not be reimbursed for overtime unless the non-federal entity’s policy specifically allows for overtime reimbursement for these employees.
- The non-federal entity may not utilize OPSG funding to pay for an employee’s overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Personnel Costs. Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or subrecipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA’s prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project

- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP)

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status.

OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities.

Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Temporary or Term Appointments

- Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
 - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
 - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
 - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments)
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of this manual and the HSGP NOFO.
- DHS/FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this manual and the HSGP NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Management and Administration (M&A) (OPSG)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to subrecipients. This funding must be deducted in an equal percentage from each subrecipient. Subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the subrecipient's subaward.

Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

Equipment (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <http://www.fema.gov/authorized-equipment-list>. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable [SAFECOM Guidance](#). Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from HHS for this purpose and with existing MMRS committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System (www.NEMSIS.org).

Equipment (OPSG)

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it must be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding shall be prominently marked as follows:

"Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities. **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol cars and other mission-specific vehicles whose primary use is to increase operational activities/patrols on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.
- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in [IB 438](#).

Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [IB 426 and IB 438](#) and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

Training (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through a TEP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in a TEP and addressed in the state or high-risk urban area training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

Recipients are also encouraged to utilize the National Training and Education Division's National Preparedness Course Catalog. Trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA/National Training and Education Division (NTED). This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and NTED's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners.

The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. All courses have been approved through NTED's course review and approval process. The catalog can be accessed at <http://www.firstrespondertraining.gov>.

Exercises (SHSP and UASI)

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy [FP 205-402-125-1](#) under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's [IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding](#), initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Law Enforcement Terrorism Prevention Activities (LETPA) Allowable Costs (SHSP and UASI)

Activities eligible for the use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major high-risk urban area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), HIDTAs, RISS Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the nationwide SAR Initiative, including training for front-line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something®" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by the FEMA HQ Program Analyst;

- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations; and
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative.

Law Enforcement Readiness (SHSP, UASI, and OPSG)

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions. SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG subrecipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

Regional Border Projects (OPSG)

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners.

Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
- Situational Awareness equipment:
 - License Plate Reader Networks
 - Visual detection and surveillance systems
 - Sensor Systems
 - Radar Systems (for air and/or marine incursions)

Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over \$100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

SAAAs (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their DHS/FEMA approved plan with local jurisdictions and tribes.

Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15 percent of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs.

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

OPSG funds may not be used for any construction.

Communications Towers. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA using the guidelines in the Environmental and Historic Preservation (EHP) Supplement prior to submitting materials for EHP review. Completed EHP review materials for construction and communication tower projects must be submitted as soon as possible to get approved by the end of the POP. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Western Hemispheric Travel Initiative (SHSP)

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

Emergency Management Accreditation Program

States can encourage their local jurisdictions to pursue assessment and accreditation under the Emergency Management Accreditation Program (EMAP). EMAP's assessment and accreditation of emergency management organizations against consensus-based, American National Standards Institute (ANSI)-certified standards allows for standardized benchmarking of critical functions necessary for an emergency management organization to meet the core capabilities identified in the Goal. Additional information on the EMAP Standard is available at <http://www.emap.org>.

28 C.F.R. Part 23 Guidance

DHS/FEMA requires that any information technology system funded or supported by these funds comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies if this regulation is determined to be applicable.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [FP 207-093-1](#) at <https://www.fema.gov/media-library/assets/documents/85384> and [IB No. 421](#), or contact their FEMA HQ Program Analyst at (800) 368-6498 for guidance and clarification.

Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

Unallowable Costs (SHSP, UASI, and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with [IB 426](#) and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
 - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
 - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

Resources for Planning, Training, and Exercising (SHSP, UASI, and OPSG)

Planning Assistance

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide recipients and subrecipients with specialized expertise to improve and enhance the continuing development of state and local emergency management across the five mission areas of the Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning considering their jurisdiction's needs. Although there is no direct cost to approved jurisdictions for DHS/FEMA TA, jurisdictions are expected to invest staff resources and take ownership of the resulting products and tools.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently addressed the same planning issue.

The TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

Training Information

Per DHS/FEMA Grant Programs Directorate Policy [FP 207-008-064-1](#), Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, issued on September 10, 2013, states, territories, tribal entities, and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses, which must be approved in advance by the DHS Office for Civil Rights and Civil Liberties. For additional information on review and approval requirements for training courses funded with preparedness grants, please refer to the following policy: <http://www.fema.gov/media-library/assets/documents/34856>.

DHS/FEMA will conduct periodic reviews of all state, local, territory, tribal entities, and high-risk urban area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the [NTED Responder Training Development Center \(RTDC\)](#) website.

DHS/FEMA/National Training and Education Division (NTED) Provided Training

Trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA/NTED. This includes CDP and NTED's Training Partner Programs, including CTG, NDPC, RDPC, and other partners.

NTED's National Preparedness Course Catalog

This online searchable catalog features a compilation of courses managed by the three primary FEMA training organizations: the CDP, EMI, and NTED. The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. All courses have been approved through NTED's course review and approval process. The catalog can be accessed at <http://www.firstrespondertraining.gov>.

Training Not Provided by DHS/FEMA.

These trainings include courses that are either State-sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare SLTT personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than federal entities or DHS/FEMA and are sponsored by the SAA or their designated TPOC.
- *Joint Training and Exercises with the Public and Private Sectors.* These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or

catastrophic events. In addition, states, territories, tribes, and high-risk urban areas are encouraged to incorporate the private sector in government- sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other Federal and State training can be found at <http://www.firstrespondertraining.gov>.

Training Information Reporting System (“Web-Forms”)

Web-Forms is an electronic data management system built to assist SAA TPOCs and federal agencies with submitting non-NTED provided training courses for inclusion in the State/Federal-Sponsored Course Catalog through electronic forms. The information collected is used in a two-step review process to ensure the training programs adhere to the intent of the HSGP guidance and the course content is structurally sound and current. As these programs may be delivered nationwide, it is vital to ensure each training program’s viability and relevance to the Homeland Security mission. Reporting training activities through Web-Forms is not required under present funding. However, the system remains available and can be accessed through the DHS/FEMA Toolkit located at <https://www.firstrespondertraining.gov/frt/> to support recipients in their own tracking of training deliveries.

Exercise Information

Recipients that use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high-risk urban areas may be used to fulfill similar exercise requirements required by other grant programs. Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high-risk urban areas are encouraged to share, at a minimum, the multi- year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Validating Capabilities.* Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in a multi-year TEP.
- *Special Event Planning.* If a state or high-risk urban area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the multi-year TEP. States must include all confirmed or planned special events in the multi-year TEP. The state or high-risk urban area may plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and high-risk urban areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- *Regional Exercises.* States should also anticipate participating in at least one regional exercise annually.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. SLTT jurisdictions are encouraged to develop exercises that test the integration and use of resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, and community

Exhibit D

SECTION A: SUBMITTING YOUR CLAIMS						
Please submit legible supporting document, files, and completed reimbursement form to: Grants@sbcoem.org					Grant Year: <u>2019</u>	
SECTION B: SUBRECIPIENT'S INFORMATION						
1. Sub-recipient's Name: (reimbursement check will be made payable to the name entered here)			3. Taxpayer Id #:		4. Contact's Name:	
2. Mailing Address (where do you want the check delivered, including attention line if necessary):				4. Phone:		4. Email:
SECTION C: DETAIL CLAIM INFORMATION						
Project No.	Project Title	Solution Area (e.g., equipment, training, planning, exercise)	EHP Required: Y/N (If yes, attach State Approval)	Vendor Name/Inv. #	Purchase Method: Competitive Bid/Non-Competitive Bid (Sole Source)	Claim Amt.
SECTION D: SUB-RECIPIENT'S CERTIFICATION					SECTION E: (OEM Grant Unit Only)	
<p>Under Penalty of Perjury I certify that (please use check box):</p> <p><input type="checkbox"/> 1. I am 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.</p> <p><input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.</p> <p>3. _____ DATE</p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p> <p>4. _____</p> <p style="text-align: center;">AUTHROIZED PRINTED NAME & TITLE</p>					<p>Date Claim Received: _____</p> <p>Fund: _____</p> <p>Dept: _____</p> <p>LIA: _____</p> <p>Program: _____</p> <p>Project: _____</p> <p>Note: _____</p>	

Exhibit D

COUNTY OF SANTA BARBARA

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

Purpose of this form:

To assist sub-recipients in completing the Homeland Security Grant Reimbursement form. 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 CLAIMS

In numeral 1 of this section, please enter the year of the grant program that you are submitting for reimbursement. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail -> Grants@sbcoem.org (please do **not** fax documents).
- Sending your claims 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 claim form. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your claims are legible.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

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 the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check.
3. Please enter the tax ID of the governmental entity requesting reimbursement.
4. Please enter the Information of the person that can assist us with detail claim questions.

SECTION C: DETAIL CLAIM INFORMATION

In order to expedite your claim, 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 alpha and Item#. In addition, invoices from one fiscal year should be claimed separate from Invoices of another fiscal year. For example: an Invoice dated October 2019 (FY 19/20) should not be combined with an invoice dated October 2018 (FY 18/19) in the same claim request.

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 item# corresponding to the claim. This information is found in the latest budget of the grant. An example of Item# is 17.020.
3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant.
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.

Exhibit D

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 polices 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
 - 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.fema_grants.gov/authroized-equipment-list
 - d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from a-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 start of the project. This will certify that the vendor is allowed by the state.
6. If you are claiming services, supplies or any other type of Items purchased thru a vendor or contractor, 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) **Non-Competitive Bid:** for single bid purchases to a single vendor or 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.
 - b) **Sole Source:** for non-bid purchases to a single vendor or single project, please attach letter of approval. The approval needs to be requested prior to the start of the project.
 - c) **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one). Number of bids: _____
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 notify OEM-Grants Management Office of the possible need for budget modification via email.
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 claim if you are an authorized signor of your agency.
 - When the authorized person is the same as the contact person (Section B) no need to enter name
4. 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.

Exhibit D

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR CLAIMS (PER TO SOLUTION AREA):

For Equipment Claims:

- a) **Equipment Inventory Listing (Print out in an 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.

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-M1SS (Vehicle Specialized Mission: CBRNE).

You need to Inform us of any changes on the Items above 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-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.
- b) **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.
- c) **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:
- d) **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.

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 you 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 l) 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 60 days following the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.
- b) https://hseep.dhs.gov/DHS_SSO/
- c) **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).
- d) **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to l) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

Exhibit D

STATE HOMELAND SECURITY GRANT PROGRAM

Equipment Inventory Listing

Procedures for Completion

OBJECTIVE:

To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

Field	Date Element	Procedure
(1)	Sub-Recipient	Name of Your Agency
(2)	Date of Report	Date Report Completed
(3)	Grant Year	Grant Year of funds used to purchase equipment
(4)	Project Line	Project Line (from SHSGP Workbook)
(5)	Project Alpha	Project Alpha character (from in SHSGP Workbook)
(6)	AEL No.	Authorized Equip Listing No (from SHSGP Workbook)
(7)	Description	Description of equipment
(8)	Serial # or Other ID#	Seral # or Other Identification # used
(9)	Source of Property	Funding source, i.e., SHSGP, etc.
(10)	Title Holder	Name of agency (City/Department)
(11)	Acquisition Date	Date equipment acquired
(12)	Acquisition Cost	Cost of the individual equipment item
(13)	% of Fed Part	Fed participation in the cost of equipment
(14)	Location	Location of equipment
(15)	Use of Condition	Use and condition (2)
(16)	Disposition data	Date of disposition
(17)	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 to Grants Processing OEM.