

***Emergency Management Performance Grant  
Subrecipient Agreement  
Grant Year 2024***

***Between the***

***County of Los Angeles***

***and the***

***Disaster Management Area F***

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security through the Grants Program Directorate of the Federal Emergency Management Agency (FEMA), has provided financial assistance under Assistance Listings No. 97.042 – Emergency Management Performance Grants (EMPG), directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 EMPG Program, Federal Award Identification No. 037-00000, Federal Award dated October 28, 2024 with a performance period of July 1, 2024 through June 30, 2026. This Federal Award is not a R&D award; and

WHEREAS, Cal OES provides said funds to the County of Los Angeles (Unique Entity ID #MKQ9AQH7R2S5) as its Subgrantee, and its Chief Executive Office (CEO) is responsible for managing and overseeing the EMPG funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2024 EMPG grant from Cal OES in the total amount of \$1,820,586 with a dollar funding Match Requirement as specified under §C of the 2024 EMPG Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit H; and

WHEREAS, the County of Los Angeles now wishes to distribute 2024 EMPG grant funds to the Subrecipient in the amount of \$65,120.00, as further detailed in this Agreement and attachments hereto; and

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

WHEREAS, the County of Los Angeles and the Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 15, 2025 authorized the CEO to prepare and execute this Agreement.

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

## SECTION I

### INTRODUCTION

#### §101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Disaster Management Area F, a joint powers public agency, having its principal office at \_\_\_\_\_

#### §102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
  - 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room 796  
Los Angeles, CA 90012  
Phone: (213) 974-1127  
chirakawa@ceo.lacounty.gov

Linda Leung  
 County of Los Angeles - Chief Executive Office  
 500 West Temple Street, Room 796  
 Los Angeles, CA 90012  
 Phone: (213) 893-6227  
 lleung@ceo.lacounty.gov

2. The representative of Subrecipient is:

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

With a copy to:

Name and Title:	
Organization	
Address:	
City/State/Zip:	
Phone:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated

upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

## SECTION II

### TERM AND SERVICES TO BE PROVIDED

#### §201. Performance Period

The performance period of this Agreement is from July 1, 2024 through April 30, 2026, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

#### §202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative for the 2024 EMPG, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit G.

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

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

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

be obtained prior to the issuance of a Purchase Order or Contract commitment of funds.

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

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

Claim Reimbursement Request(s) must be submitted by the 15<sup>th</sup> day of each month following the end of the quarter, with the exception of April 2026 through June 2026 quarter which is due April 30, 2026, or as designated by the County of Los Angeles.

- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit K, and subject to periodic revisions) to evaluate compliance.

- H. Subrecipient must provide a Corrective Action Plan to the County of Los Angeles within 30 days of any issue identified by an audit.

- I. Any equipment acquired pursuant to this Agreement must be authorized in the FEMA Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2024 EMPG Notice of Funding Opportunity, Exhibit H. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal

requirements. Federal procurement requirements for the 2024 EMPG can be found at Title 2 C.F.R. Part 200.318-327.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
  2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
  3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. Part 200.313 For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00 acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
  3. An Equipment Listing must be maintained listing each item of Equipment acquired with EMPG funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within 10 business days and the updated

Listing is to be forwarded to the County of Los Angeles Chief Executive Office (CEO) Homeland Security Grants Administration. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2 C.F.R. Part 200.313 (d) (1).

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
  5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State, Federal, or County of Los Angeles auditors/monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above and provide to the County of Los Angeles when requested.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit H - 2024 EMPG, Notice of Funding Opportunity or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2024 EMPG, Notice of Funding Opportunity, and must be first submitted to the County of Los Angeles and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frt/>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2024 EMPG, Notice of Funding Opportunity. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://preptoolkit.fema.gov/web/hseep-resources>.
- N. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2024 EMPG, Notice of Funding Opportunity.
- O. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2024 EMPG, Notice of Funding Opportunity.
- P. Subrecipient must provide to the County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the

approved projects within the grant timeframe. Subrecipient must submit the spending plan to the County of Los Angeles prior to final execution of the Agreement.

- Q. Pursuant to this Agreement, indirect costs are not reimbursable.

### SECTION III

#### PAYMENT

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

- A. Subject to the terms and conditions of this Agreement, the County of Los Angeles will reimburse Subrecipient up to the maximum amount of \$65,120.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by the County of Los Angeles. Subrecipient must also provide a dollar Match Requirement in the amount of \$65,120.00 or the adjusted allocation as approved by the County of Los Angeles; in the event the Match Requirement is not met, Subrecipient funding will be adjusted to the Match Requirement received. All expenditures must be for the purchase of personnel services, equipment, exercises, training, planning, operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to the County of Los Angeles in the 2024 EMPG Grant Award Letter from Cal OES, attached hereto as Exhibit G.
- B. Subrecipient must submit Claim Reimbursement Request(s) to the County of Los Angeles A-C Shared Services Division requesting payment as identified in §202.E., above, following costs being incurred and paid, and the required supporting documentation is available. Each Claim Reimbursement Request must be accompanied by the Reimbursement Form and Instructions (attached hereto as Exhibit J). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

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

For exercise reimbursements, Subrecipient must enter the After Action Report and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of

prior State approval of the After Action Report with the reimbursement request.

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

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of any Claim Reimbursement Request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement. Additionally, any payment made to the Subrecipient may be subject to repayment by the Subrecipient to the County of Los Angeles for noncompliance in accordance with §411 of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 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.

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

#### SECTION IV

#### STANDARD PROVISIONS

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

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the

terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

#### §406. Permits

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

#### §407. Nondiscrimination and Affirmative Action

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

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

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

#### §408. Indemnification

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

the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

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

B. Definitions:

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

employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

1. C.F.R.

Subrecipient must comply with Title 2 C.F.R. Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and the County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts

include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107),

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

10. Environmental

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

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

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

2. Build America, Build America Act (BABAA)

Subrecipients and their contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement for BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Subrecipients and their contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Subrecipients and their contractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who in turn forward the disclosures to FEMA. Subrecipient must, as applicable, comply and complete the certification, attached hereto as Exhibit E.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2024 Notice of Funding Opportunity and in the State's "Standard Assurances". By signing these Standard Assurances and accepting the Notice of Funding Opportunity, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Standard Assurances are incorporated into this Agreement through Exhibit F. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Standard Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2024 Certification of Standard Assurances in Exhibit F, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Standard Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

As applicable, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use,

manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes 27 pages and eleven Exhibits which constitute the entire understanding and agreement of the parties.

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

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
FESIA A. DAVENPORT Date  
Chief Executive Officer

BY \_\_\_\_\_  
EDWARD YEN  
Executive Officer, Board of Supervisors

BY \_\_\_\_\_  
OSCAR VALDEZ  
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON  
County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

DISASTER MANAGEMENT AREA F

BY \_\_\_\_\_  
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

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

ATTEST

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

## EXHIBITS

- Exhibit A Disaster Management Area Cities
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Certification and Disclosure Regarding Lobbying
- Exhibit E Build America, Buy America Act (BABAA) Certification
- Exhibit F Certification of Standard Assurances
- Exhibit G Final Grant Award Letter and Project Worksheet(s)
- Exhibit H 2024 Notice of Funding Opportunity
- Exhibit I 2024 EMPG Performance Report
- Exhibit J Reimbursement Form and Instructions
- Exhibit K Subrecipient Monitoring Instrument

**DISASTER MANAGEMENT AREA CITIES**

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



### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21

COMPANY/ORGANIZATION NAME:

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
OFFICIAL'S NAME\_\_\_\_\_  
DATE EXECUTED\_\_\_\_\_  
EXECUTED IN THE COUNTY OF\_\_\_\_\_  
CONTRACTOR or RECEIPEINT SIGNATURE\_\_\_\_\_  
TITLE\_\_\_\_\_  
FEDERAL I.D. NUMBER





## Certification Regarding Lobbying

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## Certification Regarding Lobbying

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The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity).

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of [Contractor’s or Subcontractor’s] Authorized Official

\_\_\_\_\_  
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

**The requirements outlined in these assurances apply to Applicant and any of its subrecipients.**

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

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

### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. 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/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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

### **1. Proof of Authority**

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



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

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

### 2. Period of Performance

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

### 3. Lobbying and Political Activities

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

#### 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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- (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 (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

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



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

[Civil Rights Policies for Program Beneficiaries and Subrecipients](#) of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

## **FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs**

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

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

### **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, including:

- (a) The 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) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The 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);



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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- (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.); and
- (m) 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.

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 section 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 \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

### 9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

### 10. Conflict of Interest

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

### 11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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### 12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

### 13. Whistleblower Protections

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

### 14. Human Trafficking

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

### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) 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.



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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### 17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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

For all construction projects, the Applicant will:

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



## **FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs**

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

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

### **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 §7920.000 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.

### **21. Acknowledgment of Federal Funding from DHS**

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

### **22. Activities Conducted Abroad**

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

## **FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs**

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### **24. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

### **25. Duplicative Costs**

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

### **26. Energy Policy and Conservation Act**

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

### **27. Federal Debt Status**

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

### **28. Fly America Act of 1974**

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) 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.

## **FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs**

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### **29. Hotel and Motel Fire Safety Act of 1990**

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

### **30. Non-supplanting Requirement**

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

### **31. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

### **32. SAFECOM**

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

### **33. Terrorist Financing**

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

### **34. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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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.

### **35. USA Patriot Act of 2001**

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

### **36. Use of DHS Seal, Logo, and Flags**

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

### **37. Performance Goals (HSGP and NSGP)**

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

### **38. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

### **39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

### **40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.



## FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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### IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Program Standard Assurances Addendum

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**As the duly authorized representative of the Applicant/Subrecipient, I hereby certify** that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

- (a) California Penal Code section 422.6(a);
- (b) California Penal Code section 404.6;
- (c) California Penal Code section 422(a);
- (d) California Civil Code section 52.1;
- (e) 18 U.S.C. § 249;
- (f) 42 U.S.C. § 3631;
- (g) 18 U.S.C. § 247; and
- (h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

**The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.**

Applicant/Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

GAVIN NEWSOM  
GOVERNOR

NANCY WARD  
DIRECTOR



October 28, 2024

Fesia A. Davenport  
Chief Executive Officer  
Los Angeles County  
P.O. Box 1859  
Sacramento, CA 95812

**DELIVERED VIA E-MAIL:** fdavenport@ceo.lacounty.gov

**SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION**

Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG)  
Grant Subaward Performance Period: July 1, 2024, to June 30, 2026

Dear Ms. Davenport:

We are pleased to announce your FY 2024 EMPG subaward in the amount of \$1,820,586.

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

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR 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. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional 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](http://www.CalOES.ca.gov)

Fesia A. Davenport  
October 28, 2024  
Page 2 of 2

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,



NANCY WARD  
Director

Fesia Davenport  
Fesia Davenport (Nov 6, 2024 11:40 PST)

---

Fesia A. Davenport  
Los Angeles County

\_\_\_\_\_

Date



**TRAINING**

Disaster Management Area F										Ledger Type		<b>Initial Application</b>	
										POP Start Date		July 1, 2024	
										POP End Date		June 30, 2026	
										<b>Cal OES Approval</b>		<b>RP 4/16/25</b>	
Project	Direct / Subaward	Course Name	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # of Trainee(s)	Identified Host	Noncompetitive Procurement over 250k	Hold Trigger	Approval Date	Budgeted Cost	
												<b>\$6,000</b>	
C	Subaward	Area F (Signal Hill) - IAEM Conference 2025	Staff Expenses	Travel		Classroom	1	IAEM	No	N/A		3,000	
C	Subaward	Area F (Signal Hill) - National Homeland Security Conference 2025	Staff Expenses	Travel		Classroom		National Homeland Security Association	No	N/A		3,000	

**EQUIPMENT**

Disaster Management Area F						Ledger Type	<b>Initial Application</b>			
						POP Start Date	July 1, 2024			
						POP End Date	June 30, 2026			
						<b>Cal OES Approval</b>	<b>RP 4/16/25</b>			
Project	Equipment Description (include Qty.)	AEL#	AEL Title	SAFECOM Compliance	Solution Area Sub-Category	Noncompetitive Procurement over \$250k	Hold Trigger	Approval Date	Budgeted Cost	
									<b>\$59,120</b>	
D	Area F - 1 Mobile Command Vehicle	12VE-00-CMDV	Vehicle, Command, Mobile	N/A	12 - CBRNE Incident Response Vehicles	No	N/A		59,120	

**MATCH**

Disaster Management Area F					Request Type		<b>Initial Application</b>	
					POP Start Date		July 1, 2024	
					POP End Date		June 30, 2026	
					<b>Cal OES Approval</b>		<b>RP 4/16/25</b>	
Project	Direct / Subaward	Project Title	Match Description	Solution Area	Solution Area Sub-Category	Type of Match	Total Budgeted Match	
							<b>\$65,120</b>	
C	Subaward	Area F (Signal Hill) - IAEM Conference 2025	Project C is 100% in-kind match from city staff EM time donated to Area F.	Organization	Staffing	In-kind Match	3,000	
C	Subaward	Area F (Signal Hill) - National Homeland Security Conference 2025	Project C is 100% in-kind match from city staff EM time donated to Area F.	Organization	Staffing	In-kind Match	3,000	
D	Subaward	Area F (Avalon) - Mobile Command Vehicle	Project D is 100% in-kind match from Interoperable Communications Equipment donated to Area F.	Organization	Staffing	In-kind Match	59,120	

# The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Emergency Management Performance Grant Program

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Release Date: Apr 16, 2024

[Download the NOFO .](#)

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.

## Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov:

<https://www.grants.gov/forms/forms-development/planned-uei-updates>

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**FEMA**

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**FEMA**

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## **A. Program Description**

### **1. Issued By**

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

### **2. Assistance Listings Number**

97.042

### **3. Assistance Listings Title**

Emergency Management Performance Grants



#### 4. Funding Opportunity Title

Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program

#### 5. Funding Opportunity Number

DHS-24-GPD-042-01-99

#### 6. Authorizing Authority for Program

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

#### 7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)<sup>[1]</sup>

#### 8. Announcement Type

Initial

#### 9. Program Category



**FEMA**

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## Preparedness: Emergency Management

## 10. Program Overview, Objectives, and Priorities

### a. Overview

The Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness, including the evolving threats and risks associated with climate change. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS.

Last year, 56 states and territories were awarded EMPG Program funding, as were two Compact of Free Association nations. For a full list of FY 2023 recipients, please refer to [Information Bulletin \(IB\) 490a](#).

### b. Goals, Objectives, and Priorities

Goals: The goal of the FY 2024 EMPG Program is to provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation.

Objectives: The EMPG funds will address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community by meeting the following objectives:

1. Building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources (see Priorities section below);



2. Closing capability gaps that are identified in the state or territory's most recent SPR; and
3. Building continuity capabilities to ensure governmental essential functions and services resilience

DHS/FEMA requires EMPG Program recipients to complete a THIRA/SPR. Additional information on the THIRA/SPR process, including other NPS tools and resources, can be found at [National Preparedness System | FEMA.gov](#) and the [Preparedness Grants Manual](#) (FM-207-23-001).

**Priorities:** All EMPG Program applicants are required to develop and submit a Work Plan as described in the appendix in Section H below. All EMPG Program Work Plans will require final approval by the applicable FEMA Regional Administrator (RA). Prior to submission, the applicant must work with the RA or designated Regional EMPG Program Manager to ensure that appropriate regional and state/territory priorities are effectively addressed in the Work Plan.

Priorities, and associated EMPG Program-funded projects, must be mutually agreed to by the recipient and RA. Identification of priorities and development of the EMPG Program Work Plan should involve a collaborative negotiation process through which a common set of priorities will emerge based on a combination of state/territory priorities, regional priorities, and national priorities (as outlined in the table below). State/territory priorities should be primarily driven by the THIRA/SPR process, as explained in the Objectives section above. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products may also be used to inform state/territory priorities. Additionally, states and territories are urged to consider the funding needs of local governments when developing their funding priorities. Regional priorities will be determined by the RA based on their unique knowledge of the region's preparedness and emergency management needs, including broader insight into common capability gaps across the region and potential opportunities for economies of scale to capitalize on those commonalities. Regional priorities should also be based on an analysis of THIRA/SPR data and other information sources provided by the states/territories in their area(s) of responsibility. Ideally,



all EMPG Program funded projects, as outlined in the approved FY 2024 EMPG Program Work Plan, will support the priorities identified through this approach.

-

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

Federal regulations outlined in 2 C.F.R. Part 200 require federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices (see 2 C.F.R. § 200.301, Performance measurement). For FY 2024, there is a continuing emphasis on priorities-based investments. Additionally, recipients must set outcome-oriented performance goals for closing capability gaps related to the three-to-five agreed-upon priorities, aligning funding with high-priority strategic preparedness needs. An outcome-oriented approach will allow recipients to define success, benchmark their projects, and measure their progress in building capability. Recipients will be able to use this to generate a feedback cycle. If projects are not achieving desired outcomes, recipients will have a basis for revisiting plans and assessments and adjusting their projects and other investments.

Finally, there is a continuing requirement that at least **87.5%** of all projects that include Planning, Training, and/or Exercise deliverables align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission and other relevant information sources, as explained above.

-



When developing state/territory priorities, applicants should also consider the following national priorities, which correspond directly to the [2022-2026 FEMA Strategic Plan](#) and are further described below:

- Equity;
- Climate Resilience; and
- Readiness

## Equity

Underserved communities suffer disproportionately from disasters. Disasters compound the challenges faced by these communities and increase their risk to future disasters. By instilling equity as a foundation of emergency management and striving to meet the unique needs of underserved communities, the emergency management community can work to break this cycle of compounding risks and build a more resilient nation.

[Executive Order \(EO\) 13985 on Diversity, Equity, Inclusion, and Accessibility in the Federal Workforce](#) (January 20, 2021) defines equity as “the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment,” and further defines underserved communities as “populations sharing a particular characteristic, as well as geographic communities, who have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life...such as Black and African American, Hispanic and Latino, Native American, Alaska Native and Indigenous, Asian American, Native Hawaiian and Pacific Islanders, Middle Eastern, and North African persons. It also includes individuals who belong to communities that face discrimination... (including lesbian, gay, bisexual, transgender, and queer persons)...” The EO definition of underserved communities also includes members of religious minorities, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality. See [Goal 1: Instill Equity as a Foundation of Emergency Management](#) of the [2022-2026 FEMA Strategic Plan](#) for additional information on this topic.



Equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, **states and territories are strongly encouraged to explore how EMPG Program-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster, consistent with applicable law.**

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

To the extent possible, equity considerations **must** be factored into all FY 2024 EMPG Program-funded investments across all national priority areas. Additionally, applicants are required to designate **at least one project** in their FY 2024 EMPG Program Work Plan and budget narrative that exclusively focuses on addressing equity considerations.



Regarding environmental justice, [EO 14096 Revitalizing Our Nation's Commitment to Environmental Justice for All](#), provides the federal government with a definition of environmental justice. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people:

- (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and
  
- (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

### **Climate Resilience**

Climate change is one of the greatest challenges facing emergency managers today, and it will continue to shape the field of emergency management for the next several decades. To meet this challenge, the emergency management field needs to anticipate the increasing demands generated by more extreme and frequent disasters, from wildfires and coastal storms to inland flooding. Additionally, emergency managers must learn to manage and support climate-related emergencies such as drought and extreme heat. Natural disasters, worsened by the effects of climate change, often disproportionately affect people in underserved communities where weakened infrastructure, fewer resources, and less support invested in hazard mitigation can compound a disaster's impact. Therefore, FEMA recommends that climate change and resilience considerations be cornerstones of how the nation builds resilient communities. Emergency managers at the federal, state, territorial, tribal, and local levels need to undertake targeted efforts to increase resilience, including climate resilience, for underserved



individuals and communities.

Climate change has both acute and chronic impacts; communities must be resilient against threats as varied as extreme flooding, drought, hurricanes, and wildfires. Many communities are faced with aging infrastructure, which can increase risk from major disasters. As the frequency of these disasters accelerates, FEMA must increase climate adaptation investments across the nation. To have the greatest impact, FEMA encourages smart investments in system-based, community-wide projects to protect those with the most severe and persistent risk. **Communities can better target investments to the most transformational projects when they better understand the unique risks posed by climate change.**

-

The future disaster environment will not resemble that of the past, or even what is experienced today. To build long-term resilience, communities must understand their future risk and have the resources and capacity to reduce that risk. Even within the same geographic area, different communities will face differing levels of risk due to their unique demographic, economic, and physical characteristics. It is important for the emergency management community to develop capacity to access and interpret accurate information about this localized risk, specifically in light of future conditions. This information will help **communities better understand their own risks and identify the most appropriate resilience actions.** See [Goal 2: Lead Whole of Community in Climate Resilience](#) of the [2022-2026 FEMA Strategic Plan](#) for additional information on this topic.

-

**Climate resilience considerations will be a continued area of focus for FY 2025.**

**Readiness**



As disasters become more frequent, severe, and complex, the demands placed upon the emergency management community, as well as federal resources, have increased dramatically. To adapt to this trend, FEMA and the emergency management community must expand our approach to readiness, preparedness, continuity, and resiliency by increasing the overall emergency management capabilities at all levels of government, as well as the private sector, the nonprofit sector, and among individuals. The National Capability Targets provide a shared vision of the staff, expertise, tools, and resources required to build a prepared nation. Aligning state and local readiness plans to these targets will ensure agencies can continuously support the needs and priorities identified by whole community partners, in addition to continuity of government across all hazards.

Disaster mitigation, preparedness, response, and recovery are not the responsibility of just one agency. Rather, these functions are a shared responsibility requiring coordination of federal agencies, private and social sectors, state, local, tribal, and territorial governments, and other partners. The ability to support communities begins with how emergency management agencies help them prepare before a disaster occurs. Through better coordination of pre-disaster programs, we can all help communities identify, prioritize, and plan to address their specific community-based threats, identify hazards and risks, and mitigate capability gaps. Together, federal assistance can be targeted to address areas of greatest national risk and increase support to the most at-risk communities. See [Goal 3: Promote and Sustain a Ready FEMA and Prepared Nation](#) of the [2022-2026 FEMA Strategic Plan](#) for additional information on this topic.

### **Additional Guidance on EMPG Program Priorities**

Recognizing that every state and territory has its own unique preparedness and emergency management needs, the national priorities outlined above should inform the identification of state/territory priorities and regional priorities when developing the common set of mutual priorities as agreed upon by the RA and



each state/territory. Ideally, the regional and state/territory priorities will complement and support the national priorities. In addition to the requirement that at least one project address equity considerations, the only other mandate stemming from these national priorities is the requirement for all EMPG Program recipients to develop and maintain a Distribution Management Plan as an annex to their existing Emergency Operations Plan (EOP). See the Logistics Planning section of the [Preparedness Grants Manual](#) for additional details on this requirement.

Consistent with FY 2023, states and territories are encouraged to identify whether and how each project included in their EMPG Program Work Plan addresses equity-related considerations, or the impacts associated with climate change (as applicable). This guidance is in addition to the requirement that at least one project focus specifically on equity considerations. The reporting of this information will allow FEMA to better understand how states and territories are using EMPG Program funding to support equity and climate resilience. See the appendices of this NOFO for more information about the requirements for addressing these priorities in the EMPG Program Work Plan submission.

The table below provides a high-level breakdown of the national priority areas, the associated core capabilities, as well as examples of project types for each area. Please see Section D of this NOFO for more detailed information about allowable costs for projects.

National Priority Area	Associated Core Capabilities <a href="#">[2]</a>	Examples of Allowable Activities
------------------------	--	----------------------------------



**Equity**

- |  |  |   |
|--|--|---|
|  | <ul style="list-style-type: none"> <li>■ Health and Social Services</li> <li>■ Mass Care Services</li> <li>■ Public Health, Healthcare and Emergency Medical Services</li> <li>■ Housing</li> <li>■ Logistics and Supply Chain Management</li> <li>■ Critical Transportation</li> <li>■ Public Information and Warning</li> <li>■ Community Resilience</li> <li>■ Economic Recovery</li> <li>■ Planning</li> <li>■ Long-Term Vulnerability Reduction</li> <li>■ Risk and Disaster Resilience Assessment</li> <li>■ Threats and Hazards Identification</li> </ul> | <ul style="list-style-type: none"> <li>■ Employment of planners to identify, assess, and understand the unique threats, vulnerabilities, inequities and needs of underserved, at-risk communities</li> <li>■ Update of EOPs and other deliberate plans as necessary to ensure the needs of underserved, at-risk communities are adequately addressed in those plans</li> <li>■ Provide training and exercises for emergency managers and other stakeholders, including representatives of underserved, at-risk communities, to ensure awareness and understanding of the plans and procedures that will promote equity for those communities most at risk relative to disaster preparedness, response, mitigation, and recovery</li> <li>■ Purchase of trailers/temporary points of distribution (to serve as a mobile testing site, educational outreach center, transport for critical resources, etc.), associated equipment and supplies to expand health coverage, critical resources and education to traditionally underserved, at-risk residents following a disaster</li> <li>■ Purchase of GPS-enabled cameras, geospatial mapping technologies, and data integration and analysis tools to support mitigation planning and situational awareness for disaster response and recovery in vulnerable communities</li> </ul> |
|--|--|---|

**FEMA**

## Climate Resilience

- Community Resilience
- Infrastructure Systems
- Long-Term Vulnerability Reduction
- Planning
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification
- Development of/updates to disaster housing plans to incorporate and address climate data/projections/risks (e.g., ensure housing is not placed in potentially climate impacted areas and that housing solutions are climate resilient)
- Establishment of climate or resiliency positions within emergency management offices to assess climate related risks, develop mitigation strategies, and support updating of EOPs
- Development of evacuation plans in accordance with climate exacerbated risk (e.g., mass evacuation during catastrophic fast-moving events, like wildfires)
- Establishment of risk communication plans to inform all residents (including those with access and functional needs) about climate risks (e.g., what the communities can do at a local and individual level to prepare) and potential evacuations
- Development of internal plans (including response and recovery) that incorporate climate impact on emergency management resources (e.g., personnel, logistics)
- Development of climate literacy plans to enable communities to understand and prepare for their climate-related risks
- Conduct exercises that incorporate climate considerations into response and recovery efforts to increase climate literacy and prepare communities to respond to and recover from climate-exacerbated disasters
- Incorporation of climate considerations into risk assessments (e.g., THIRA) and mitigation plans



**FEMA**

<p><b>Readiness:</b> Catastrophic Disaster Housing</p>	<ul style="list-style-type: none"> <li>■ Housing</li> <li>■ Planning</li> <li>■ Situational Assessment</li> <li>■ Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>■ Development of state-led disaster housing task force plan</li> <li>■ Establishment of State Disaster Recovery Coordinator</li> <li>■ Completion of State Housing Strategy template</li> <li>■ Assessment of accessible housing needs, including the unique risks and needs of underserved communities</li> </ul>
<p><b>Readiness:</b> Disaster Financial Management</p>	<ul style="list-style-type: none"> <li>■ Planning</li> <li>■ Risk Management for Protection Programs and Activities</li> <li>■ Risk and Disaster Resilience Assessment</li> <li>■ Community Resilience</li> <li>■ Economic Recovery</li> </ul>	<ul style="list-style-type: none"> <li>■ Development of a plan for the sequencing of federal, nonprofit, and state disaster programs</li> <li>■ Development of a Disaster Financial Management Plan</li> </ul>



<p><b>Readiness:</b> Evacuation Plan/Annex</p>	<ul style="list-style-type: none"> <li>■ Planning</li> <li>■ Risk Management for Protection Programs and Activities</li> <li>■ Risk and Disaster Resilience Assessment</li> <li>■ Threats and Hazards Identification</li> <li>■ Operational Coordination</li> <li>■ Long-Term Vulnerability Reduction</li> <li>■ Critical Transportation</li> <li>■ Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>■ Assessment of evacuation capabilities and needs, including ensuring accessibility and effective communication for persons with disabilities and others with access and functional needs, and integration of these requirements into evacuation plans</li> <li>■ Development of/updates to evacuation plans</li> <li>■ Improvement of evacuation capabilities, such as transportation systems to support contraflow lanes</li> <li>■ Conduct evacuation training and exercises</li> <li>■ Development of public awareness campaigns support evacuation plans</li> <li>■ (See <a href="#">Planning Considerations: Evacuation and Shelter-in-Place</a> for additional guidance)</li> </ul>
<p><b>Readiness:</b> Logistics – Distribution Management Planning</p>	<ul style="list-style-type: none"> <li>■ Logistics and Supply Chain Management</li> <li>■ Supply Chain Integrity and Security</li> </ul>	<ul style="list-style-type: none"> <li>■ Development of/updates to a Distribution Management Plan that addresses:</li> <li>■ State/local staging site plans</li> <li>■ State/local commodity point of distribution site plans</li> <li>■ Staging and Point of Distribution staffing strategies/plans</li> <li>■ Transportation strategies/plans</li> <li>■ Resource sourcing and accountability strategies/plans</li> <li>■ Provision of critical emergency supplies for underserved communities</li> </ul>



<b>Readiness:</b> Continuity of Government	<ul style="list-style-type: none"><li>■ Planning</li><li>■ Operational Coordination</li><li>■ All other core capabilities</li></ul>	<ul style="list-style-type: none"><li>■ Continuity planning products for the continuance of essential functions and associated leadership.</li><li>■ Risk-based needs assessments based on the THIRA/SPR to inform risk mitigation efforts for ensuring continuity of essential functions and services.</li><li>■ Policy and legislation such as through executive orders and statutes setting forth resilience requirements for continuity of essential functions and services.</li><li>■ Public and private sector outreach and messaging regarding continuity resilience strategies.</li></ul>
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**FEMA**

<p><b>Readiness:</b></p> <p>Resilient Communications</p>	<ul style="list-style-type: none"> <li>■ Operational Communications</li> <li>■ Planning</li> <li>■ Public Information and Warning</li> <li>■ Operational Coordination</li> <li>■ Intelligence and Information Sharing</li> <li>■ Cybersecurity</li> <li>■ Physical Protective Measures</li> <li>■ Long-Term Vulnerability Reduction</li> <li>■ Risk and Disaster Resilience Assessment</li> <li>■ Threats and Hazards Identification</li> <li>■ Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>■ Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plans, and Standard Operating Procedures that address continuity and recovery of emergency communication systems</li> <li>■ Conduct risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks</li> <li>■ Adoption of cybersecurity performance goals (<a href="#">Cross-Sector Cybersecurity Performance Goals   CISA</a> )</li> <li>■ Conduct National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications</li> <li>■ Physical hardening of infrastructure systems and support emergency communications</li> </ul>
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### c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

Among the goals noted in the [DHS Strategic Plan](#) for Fiscal Years 2020-2024, the EMPG Program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management. Wide-ranging and long-term, the goals defined in the plan respond to the changing landscape in which we find ourselves. The goals to meet this challenge are:

- Goal 1 - Instill Equity as a Foundation of Emergency Management



- Goal 2 - Lead Whole of Community in Climate Resilience
- Goal 3 - Promote and Sustain a Ready FEMA and Prepared Nation

The EMPG Program supports all three of these goals from the strategic plan. The goals position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. All EMPG Program recipients are encouraged to review the [2022-2026 FEMA Strategic Plan](#) and consider how FY 2024 EMPG Program funding can be used to support the Plan's goals and objectives as they apply to state/territory's specific needs and the needs of the whole community.

We invite all stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

## 11. Performance Measures

Performance metrics for this program are as follows:

- Performance Measure 1: Percent of capability-building EMPG Program-funded projects that align to capability gaps identified by states, territories, and urban areas in their SPR submissions.
- Performance Measure 2: Percent of EMPG Program dollars spent on capability-building projects that align to capability gaps identified by states, territories, and urban areas in their SPR submissions.
- Performance Measure 3: Percent of capability-building EMPG Program-funded projects that address a core capability that has one or more targets rated as high priority.
- Performance Measure 4: Percent of funding allocated to build or sustain capabilities in EMPG Program national priority areas and RA agreed-upon priority areas.
- Performance Measure 5: Percent of Planning, Training, and/or Exercise related projects that align with closing capability gaps identified and documented in the



state/territory's most recent THIRA/SPR submission, Mitigation Plan, AARs, Audit/Monitoring Findings, Continuity Assessments, or Other Deliberate Plans.

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

## B. Federal Award Information

**1. Available Funding for the NOFO: \$319,550,000**

EMPG Program awards are based on section 662 of the *Post-Katrina Emergency Management Reform Act of 2006*, as amended, (6 U.S.C. § 762). All 50 States, the District of Columbia, and Puerto Rico receive a base amount of 0.75% of the total available funding appropriated for the EMPG Program. Four territories (American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands) receive a base amount of 0.25% of the total available funding appropriated for the EMPG Program. The remaining balance of the funds appropriated for the EMPG Program are distributed on a population-share basis.

In addition to the \$319.5 million available from the 2024 DHS Appropriations Act, FEMA will also make available \$50,000 in total from the Disaster Relief Fund for the Republic of the Marshall Islands pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188).

### FY 2024 EMPG Program Full-Year and Supplemental Allocations



<b>State/Territory</b>	<b>FY 2024 Allocation</b>	<b>State/Territory</b>	<b>FY 2024 Allocation</b>
Alabama	\$5,289,642	New Hampshire	\$3,190,361
Alaska	\$2,811,645	New Jersey	\$7,658,501
Arizona	\$6,605,298	New Mexico	\$3,593,811
Arkansas	\$4,133,787	New York	\$13,481,216
California	\$24,465,792	North Carolina	\$8,533,378
Colorado	\$5,725,277	North Dakota	\$2,840,259
Connecticut	\$4,444,987	Ohio	\$9,071,701
Delaware	\$2,980,703	Oklahoma	\$4,692,301
District of Columbia	\$2,780,814	Oregon	\$4,793,987
Florida	\$15,202,768	Pennsylvania	\$9,737,634



**FEMA**

<b>State/Territory</b>	<b>FY 2024 Allocation</b>	<b>State/Territory</b>	<b>FY 2024 Allocation</b>
Georgia	\$8,643,108	Rhode Island	\$3,016,993
Hawaii	\$3,209,100	South Carolina	\$5,439,785
Idaho	\$3,509,054	South Dakota	\$2,916,944
Illinois	\$9,504,284	Tennessee	\$6,432,631
Indiana	\$6,282,940	Texas	\$19,673,053
Iowa	\$4,212,669	Utah	\$4,332,025
Kansas	\$4,061,750	Vermont	\$2,762,968
Kentucky	\$4,959,824	Virginia	\$7,332,745
Louisiana	\$4,986,782	Washington	\$6,821,397
Maine	\$3,186,775	West Virginia	\$3,398,803



**FEMA**

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Maryland	\$5,896,691	Wisconsin	\$5,744,163
Massachusetts	\$6,361,781	Wyoming	\$2,727,055
Michigan	\$8,081,267	Puerto Rico	\$4,211,925
Minnesota	\$5,646,155	U.S. Virgin Islands	\$848,109
Mississippi	\$4,061,265	American Samoa	\$826,905
Missouri	\$5,905,699	Guam	\$885,881
Montana	\$3,037,865	Northern Mariana Islands	\$825,557
Nebraska	\$3,516,787	Republic of the Marshall Islands	\$50,000
Nevada	\$4,205,403		
<b>Total</b>	<b>\$319,550,000</b>		



**FEMA**

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

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the [Preparedness Grants Manual](#).

**3. Projected Period of Performance Start Date(s):** **10/01/2023**

**4. Projected Period of Performance End Date(s):** **09/30/2026**

**5. Projected Budget Period(s)**

There will be only a single budget period with the same start and end dates as the period of performance.

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

## C. Eligibility Information

### 1. Eligible Applicants

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



## 2. Applicant Eligibility Criteria

All 56 states and territories, as well as the Republic of the Marshall Islands (collectively “state or territory”), are eligible to apply for FY 2024 EMPG Program funds. Either the SAA or the EMA is eligible to apply directly to FEMA for EMPG Program funds on behalf of each state or territory. However, only one application will be accepted from each state or territory.

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

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

## 3. Subawards and Beneficiaries

### a. Subaward Allowability

Subawards are allowed under the EMPG Program.

### b. Subrecipient Eligibility

Eligible subrecipients are limited to state and territory government entities, tribes, and local units of government.



### ***c. Other Subaward Information***

Please see the following sections for additional information on requirements or restrictions related to subawards/subrecipients:

- Section C.4.a “National Incident Management System (NIMS) Implementation”;
- Section D.4 “Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management”;
- Section D.12.c “Management and Administration (M&A) Costs”;
- Section D.12.d “Indirect Facilities & Administrative (F&A) Costs”;
- Section D.12.f “Other Direct Costs”;
- Section F.2 “Pass-Through Requirements”;
- Section F.3.b “Ensuring the Protection of Civil Rights”;
- Section F.5 “Monitoring and Oversight”;
- Section G.1.f “Environmental Planning and Historic Preservation”;
- Section H.1 “Terminations Provisions”;
- Section H.2 “Program Evaluation”;
- Section H.3 “Financial Assistance Programs for Infrastructure”; and
- Section 7.a “EMPG Program Work Plan.”

Additionally, please see the [Preparedness Grants Manual](#) for further information on requirements or restrictions related to subawards/subrecipients.

### ***d. Beneficiaries or Participants***

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

## **4. Other Eligibility Criteria/Restrictions**



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

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Relatedly, as a post-award requirement for FY 2024, all recipients and subrecipients in the 50 states and the District of Columbia must work toward achieving the Phase 2 National Qualification System (NQS) implementation objectives and must, at a minimum, execute the Implementation Plan they developed last year as part of the Phase 1 NQS Implementation Objectives. All other jurisdictions (including territories and FY 2024 EMPG Program subrecipients) are required to work toward implementation of NQS by developing an Implementation Plan.

Please see the [Preparedness Grants Manual](#) for more information on NIMS and NQS implementation requirements.

## b. Public Alert and Warning Preparedness

When applying EMPG funding to exercises, grant recipients and subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Exercise objectives for public alert and warning should include practice of analysis and decision-making in sending an alert to the public; public alert message writing; procedures for coordination, review, and approval to send the alert; and practice in sending an alert through the IPAWS. Moreover, recipients should clearly outline how they will integrate public alert and warning tests into preparedness efforts and broader exercises. This may include detailed plans for integration and application of the IPAWS Exercise Starter Kit for emergency management planning, completion of training on the IPAWS Message Design Dashboard (MDD) alert message writing



tool, and/or plans for incorporating routine IPAWS public alert testing, drills, and exercises as part of overarching preparedness initiatives. Recipients and subrecipients should develop After-Action Reports and Improvement Plans following drills and exercises that identify gaps and successes, and define changes to continue to improve their capabilities to alert the public during emergent incidents that present a risk to the safety of the people and property in their communities. Additional information on IPAWS, including best practices, is available at [Integrated Public Alert & Warning System | FEMA.gov](https://www.fema.gov/ipaws).

### **c. Emergency Management Assistance Compact (EMAC) Membership**

In support of the Goal, EMPG Program recipients must belong to, be located in, or act as an EMAC temporary member state, except for American Samoa, the Republic of the Marshall Islands, and the Commonwealth of the Northern Mariana Islands, which are not currently subject to these requirements. All assets supported in part or entirely with FY 2024 EMPG Program funding must, where applicable, be readily deployable to support emergency or disaster operations per existing EMAC agreements.

### **d. Government Continuity Capabilities Planning**

Recipients are expected to work toward developing continuity plans for the assured performance of government essential functions and services as well as associated supporting activities. These plans should be consistent with the Continuity Guidance Circular and associated Continuity Assessment Tool. For additional information on continuity programs, guidance, and technical assistance, refer to the [FEMA Continuity Resource Toolkit](https://www.fema.gov/continuity-resource-toolkit) or contact FEMA at [FEMA-CGC@fema.dhs.gov](mailto:FEMA-CGC@fema.dhs.gov).

## **5. Cost Share or Match**

The FY 2024 EMPG Program has a cost-share requirement. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). Eligible



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

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

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

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

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



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

## D. Application and Submission Information

### 1. Key Dates and Times

- a. *Application Start Date:* 04/16/2024
- b. *Application Submission Deadline:* 06/24/2024 at 5 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent



submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

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

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Anticipated Funding Selection Date:* No later than August 23, 2024

d. *Anticipated Award Date:* No later than September 30, 2024

e. *Other Key Dates*

Event	Suggested Deadline for Completion
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Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

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

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

## 3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.



#### **4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)**

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

1. Be registered in Sam.Gov before application submission.
2. Provide a valid UEI in its application.
3. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

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

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

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



1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with [login.gov](https://login.gov);
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>;
6. Submit the complete application in FEMA GO; and
7. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

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

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM



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registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. Electronic Delivery

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

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

## 7. How to Register to Apply

### 1. a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.



**The registration process can take up to four weeks to complete.** To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a Login.gov Account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [https://secure.login.gov/sign\\_up/enter\\_email?request\\_id=34f19fa8-14a2-438c-8323-a62b99571fd3](https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3).

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with



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SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to:  
<https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to:  
<https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

i. Additional SAM Reminders

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**



It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

## ii. Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

## f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox



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- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

## 8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

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

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

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system



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generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

**Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due.** No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

## 10. Content and Form of Application Submission

### a. Standard Required Application Forms and Information

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

The following forms or information are required to be submitted via FEMA GO. They are incorporated into the FEMA GO application module and therefore, do not need to be submitted as separate attachments. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>.

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



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- **SF-424A, Budget Information (Non-Construction)**
  - **For construction under an award, submit SF-424C, Budget Information (Construction),** in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction),** in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

## b. Program-Specific Required Forms and Information

The following program-specific information is required to be submitted as an attachment in [FEMA GO](#):

- EMPG Program Work Plan.
- i. EMPG Program Work Plan

All EMPG Program applicants must develop and submit a Work Plan. All EMPG Program Work Plans will require final approval by the RA. Before submitting the EMPG Program Work Plan, the applicant must work with the RA or designated Regional EMPG Program Manager to ensure that the common set of agreed-upon priorities, as explained in the Priorities section above, are properly addressed in the EMPG Program Work Plan. All EMPG Program applicants are strongly encouraged to use the FY 2024 EMPG Program Work Plan Template provided on [Grants.gov](#) to submit the required Work Plan, which outlines the state or territory's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG Program period of performance.



Regions can request additional budget detail information, if necessary, to ensure the proposed projects and associated costs are in alignment with the agreed-upon priorities, address the identified need/capability gaps, and are in compliance with the cost principles.

See the EMPG Program Work Plan appendix in Section H below for additional information on Work Plan requirements.

## 11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372

(See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

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## 12. Funding Restrictions and Allowable Costs

EMPG Program recipients may only fund projects and activities that are included and approved in the Work Plan. All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the [Preparedness Grants Manual](#). This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).



Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

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

See the [Preparedness Grants Manual](#) for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

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

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

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

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management, reporting, and program and financial monitoring. Some examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the EMPG Program grant, travel costs for M&A staff to attend



conferences or training related to the EMPG Program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular Federal award; 2) identifiable and unique to each Federal award; 3) charged based on the activity performed for that particular Federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A costs, unless the state or local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. In this case, personnel and fringe benefits for M&A costs are allowable.

M&A costs are allowed for both states and territories and local-level EMAs. A state or territory EMA may use up to 5% of the EMPG Program award for M&A purposes. In addition, local EMAs may retain and use up to 5% of the amount they receive from the state for local M&A purposes. If the SAA is not the state or territory-level EMA, the SAA is not eligible to retain funds for M&A costs.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. They are directly related to managing and administering the award, such as financial management, reporting, and program and financial monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A costs unless the state or local EMA chooses to assign personnel to specific M&A activities.

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



Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient and subrecipients as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

#### i. Unrecovered Indirect Costs

In accordance with 2 C.F.R. § 200.306(c) “[u]nrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity’s approved negotiated indirect cost rate.” Therefore, unrecovered indirect costs may be applied to meet cost share requirements of the EMPG Program grant with the approval of the Regional Grants Division. To meet the cost sharing requirements, the recipient’s indirect costs contributions must be verifiable, reasonable, allocable, necessary, and otherwise allowable under the grant program, and in compliance with all applicable Federal requirements and regulations.



## e. Evaluation Costs

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

## f. Other Direct Costs

Direct costs generally need to fit within one of the categories listed below. For costs that do not explicitly fit within one of the mentioned categories, recipients should consult their Regional EMPG Program Manager to determine whether the cost is allowable under the award. In addition to the descriptions and references below, applicants should refer to the [Preparedness Grants Manual](#).

## i. Planning

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

Planning spans all five mission areas of the Goal and provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples are included below.

### Emergency Operations Plan

1. Maintaining a current EOP that is aligned with guidelines set out in [Comprehensive Preparedness Guide \(CPG\) 101: Developing and Maintaining Emergency Operations Plans](#);



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2. Modifying existing incident management and emergency operations plans; and
3. Developing/enhancing large-scale and catastrophic event incident plans.

#### Communications Plans

1. Developing and updating Statewide Communication Interoperability Plans; and
2. Developing and updating Tactical Interoperability Communications Plans.

#### Administrative Plans

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

#### Whole Community Engagement/Planning

1. Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC;
2. Developing/enhancing emergency operations plans to integrate citizen/volunteer and other Non-Governmental Organization (NGO) resources and participation; and
3. Integrating program design and delivery practices that ensure representation and services for underrepresented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.



**Resource Management Planning**

1. Developing/enhancing logistics and resource management plans; and
2. Developing/enhancing volunteer and/or donations management plans.

**Shelter and Evacuation Planning**

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

**Recovery Planning**

1. Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans;
2. Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments; and
3. Developing/enhancing other response and recovery plans Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships. Preparedness and pre-disaster planning were given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see [National Disaster Recovery Framework](#).

**Continuity Planning**

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that



organizations can perform essential functions. FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance Circulars (CGCs) for SLTT governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assist in developing capabilities for continuing the essential functions of federal, state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.

Presidential Policy 40, FCD 1, FCD 2, and the CGC outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, directives, and available technical assistance, refer to the [Continuity Resource Toolkit](#).

Allowable continuity planning activities include the development of the following:

1. Continuity of Operations and Continuity of Government planning products for the continuance of essential functions and associated leadership;
2. Continuity Assessment Tool-Based evaluations of continuity programs capability;
3. Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
4. Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

## ii. Organization

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



Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigation staffing of the State Hazard Mitigation Officer position; staffing CERT and Citizen Corps positions at the state and local levels to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA disaster assistance grants; staffing permanent technical advisors on children's needs at the state, local, tribal, and territorial levels; staffing Continuity Coordinators and Managers to lead and coordinate development and integration of continuity readiness across all governmental levels and the private sector; and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan. Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable EMPG Program costs and must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

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

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

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



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### Organizational Clothing Costs for Emergency Management Personnel

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The state or territory emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and
2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): [21GN-00-CCEQ | FEMA.gov](#).



For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: [Authorized Equipment List | FEMA.gov](#).

### iii. Equipment

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

Allowable equipment categories for the EMPG Program are listed in the [AEL](#). Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:

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

In addition to the above, general-purpose vehicles may be procured in order to carry out the responsibilities of the EMPG Program.



If recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Regional EMPG Program Manager for clarification. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and [FEMA Policy #405- 143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#), or successor policy, regarding prohibitions on covered telecommunications equipment or services.

Recipients using EMPG Program funds to support emergency communications equipment activities must comply with the [SAFECOM Guidance on Emergency Communications Grants](#), including provisions on technical standards that ensure and enhance interoperable communications. See the [Preparedness Grants Manual](#) for more information.

In general, with exception of critical emergency supplies and the associated inventory management plan, equipment included in the AEL may be purchased without separate approval from FEMA. However, as with all grant-funded activities, the equipment purchase must be well justified and reasonable. Furthermore, the purchase must be supported by the approved Work Plan. If the equipment is not clearly supported by the approved Work Plan, the recipient must seek advance approval from the applicable [FEMA Regional Grant Program Office](#) prior to purchasing the equipment, and an updated Work Plan may be required.

FEMA will consider requests to purchase equipment that is not listed in the AEL on a case-by-case basis. Such requests should be submitted in writing to the applicable [FEMA Regional Grant Program Office](#). FEMA's review and approval of such requests will involve both the FEMA regional office and headquarters program staff to ensure nationwide consistency in the decision-making process and to support any necessary updates to the AEL.



Costs associated with the development and maintenance of fixed and mobile contingency communications and information systems as well as investments in hardening and other resilience strategies to ensure the continuance of essential government functions and services are allowed.

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are also allowable under this program. See the [Preparedness Grants Manual](#) for more information. Additional information and requirements applicable to sUAS purchases can be found in the AEL at [03OE-07-SUAS](#).

#### iv. Training and Exercises

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

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, multi-year Integrated Preparedness Plan (IPP) developed through an annual Integrated Preparedness Planning Workshop (IPPW) and build from training gaps identified in the THIRA/SPR process. Further guidance concerning the IPP and the IPPW can be found at [Preparedness Toolkit Program Management Templates](#). Training should:

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



Allowable training-related costs include the following:

1. Funds Used to Develop, Deliver, and Evaluate Training: Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or other access and functional needs, should be identified in the multi-year IPP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses, states are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model for instructional design. More information is available at [NTED | Training Resource Development Center](#);
2. Overtime and Backfill: Overtime costs, including payments related to backfilling personnel, that are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities;
3. Travel: Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training. International travel is not an allowable cost under this program unless approved in advance by FEMA;
4. Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable; and
5. Certification/Recertification of Instructors: Costs associated with the certification and recertification of instructors are allowed. States are



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encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Additional types of allowable training or training-related activities include, but are not limited to:

1. Developing/enhancing systems to monitor training programs;
2. Conducting all-hazards emergency management training;
3. Attending EMI training or delivering EMI train-the-trainer courses;
4. Attending other FEMA-approved emergency management training;
5. State-approved, locally sponsored CERT training;
6. Participating in FEMA Continuity Excellence Service Certificate Program activities; and
7. Mass evacuation training at local, state, territorial and tribal level.

Allowable exercise-related costs include:

1. Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises: This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities whenever available prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or other access and functional needs, should be included in the AAR/IP and addressed in the exercise cycle;
2. Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and



evaluation of exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327;

3. Overtime and Backfill: The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though their work may benefit both entities;
4. Travel: Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities;
5. Supplies: Supplies are items that are expended or consumed while planning and conducting the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment);
6. HSEEP Implementation: This refers to costs related to developing and maintaining an exercise program consistent with HSEEP; and
7. Other Items: These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals (e.g., portable toilets, tents), food/refreshments, and the procurement of other essential nondurable goods.

Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:



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

**v. Travel**

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

**vi. Construction and Renovation**

Construction and renovation costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#). All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, before undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding.

Construction and renovation projects for a state, local, tribal, or territorial government's principal Emergency Operations Center (EOC), as defined by the SAA, as well as costs associated with the development and maintenance of capabilities such as alternate sites and associated fixed and mobile communications and information systems as well as investments in hardening and other resilience strategies to ensure the continuance of essential government functions and services are allowable under the EMPG Program. FEMA must provide written approval prior to the use of any EMPG Program funds for



construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG Program [Grants.gov](https://www.grants.gov) posting) to their Regional EMPG Program Manager for review. Additionally, recipients are required to submit a SF-424C Form, SF-424D Form, and Budget detail citing the project costs.

The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage and distribution of critical emergency supplies and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, as described below in the guidance regarding advance written approval.

### **Advance Approval Requirement**

Recipients must receive advance written approval from FEMA prior to the use of any annual EMPG Program funds for construction or renovation, including such activities at the subrecipient level. Such costs would need to fall within the scope of the recipient's final approved Work Plan, otherwise an updated Work Plan may be required. Such requests should be submitted in writing to the applicable [FEMA Regional Grant Program Office](#). FEMA's review and approval will involve both the regional office and the FEMA Grant Programs Directorate.

### **Real Property Use and Disposition Requirements**

Real property improved under a federal award falls under the 2 C.F.R. Part 200 guidance for real property. In accordance with 2 C.F.R. § 200.311, a recipient or subrecipient may only use real property acquired or improved under a federal award for the originally authorized purpose, as long as it is needed for that purpose, during which time the recipient or subrecipient must not dispose of or encumber its title or other interests. However, upon the end of that period where it



needs the property for the originally authorized purpose (i.e., the functional use of the property for which FEMA awarded the grant), the recipient or subrecipient will then dispose of the property in keeping with the requirements set forth in 2 C.F.R. § 200.311. When a grant-funded property is no longer needed for the originally authorized purpose, the recipient or subrecipient (through the pass-through entity) must obtain disposition instructions from the cognizant FEMA Regional Administrator or the pass-through entity. For additional information on this, see [Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant \(EMPG\) and the FY 2020 COVID-19 EMPG Supplemental \(EMPG-S\) Programs.](#)

## Construction of Communication Towers

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

## Davis-Bacon Act Compliance

EMPG Program recipients using funds for construction projects must comply with the Davis-Bacon Act and subsequent legislation (40 U.S.C. §§ 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for



construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor wage determinations, is available at [Davis-Bacon and Related Acts](#).

## Accessibility Compliance

EMPG Program recipients using funds to build or alter buildings must comply with accessibility requirements under the Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA), as well as the Americans with Disabilities Act (ADA), if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the ABA is available at [Guide to the ABA](#).

### vii. Acquisition of Real Property

Acquisition of real property is permissible if such property is needed to support other allowable program costs or activities. For additional information on this, see [Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant \(EMPG\) and the FY 2020 COVID-19 EMPG Supplemental \(EMPG-S\) Programs](#).

## Advance Approval Requirement

Consistent with the requirements outlined above regarding construction activities, recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for acquisition of real property. Additionally, in cases of acquisition or improving real property, recipients are required to submit a [SF-429-B](#), Real Property Status Report, Attachment B providing details of the relevant property to be acquired.



## Property Use, Reporting, and Disposition Requirements

The acquisition, use, and disposition of real property shall be subject to the provisions of 2 C.F.R. Part 200. In accordance with 2 C.F.R. Part 200, recipients and subrecipients are required to report on the status of the acquired property on an annual basis using [SF-429-A](#), Real Property Status Report, Attachment A (General Reporting). Such reporting shall continue as long as the property is being used for the originally authorized purpose.

The same use and disposition guidance as outlined in Sections III.D.3 above applies to real property acquired with annual EMPG Program funds. For additional information on this, see [Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant \(EMPG\) and the FY 2020 COVID-19 EMPG Supplemental \(EMPG-S\) Programs](#).

### viii. Leasing of Real Property

Leasing of real property is permissible if the property is needed to support other allowable annual EMPG Program activities.

## Advance Approval Requirement

Recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for the leasing of real property.

## Allowable Period of Lease Expenses

In cases where a property will be leased and the lease will be paid in full or in part using annual EMPG Program, any costs associated with the lease that are



charged to an annual EMPG Program award must occur within the period of performance of the associated award(s). Real property lease costs must also comply with 2 C.F.R. Part 200

**ix. Operational Overtime**

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

**x. Whole Community Preparedness**

EMPG Program recipients should engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience. Recipients should consider the three goals of the [2022-2026 FEMA Strategic Plan](#) in their program design and delivery. Recipients should integrate program design and delivery practices that ensure representation and services for underrepresented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Individual preparedness should be coordinated by an integrated body of government and nongovernmental representatives as well, including but not limited to, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. By engaging these stakeholders, EMPG Program recipients can help FEMA develop and promote a suite of well-targeted solutions for individuals and communities to



adopt. Recipients should coordinate preparedness initiatives with FEMA and whole community partners to efficiently apply federal funding to reach the goal of individual and community resilience.

The following preparedness programs are allowable expenses and resources:

1. [Community Emergency Response Team \(CERT\)](#) programs, which educate volunteers about disaster preparedness for the hazards that may impact their area and train them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.
2. Financial Preparedness Activities that encourage and assist Americans in preparing for the true cost of disasters. Allowable activities include encouraging emergency savings, promoting home and renter's insurance, and promoting flood insurance for individuals and families. Partnerships with local financial wellness organizations such as credit unions, financial counselors, community banks, and others that reach a variety of audiences are encouraged.
3. Preparedness of Community-Based Organizations that serve as a critical safety net for Americans disproportionately impacted by disasters. Examples of community-based organizations include but are not limited to food banks, food pantries, homeless shelters, school readiness and after school centers, adult day care centers, job training centers, legal assistance centers, and cultural centers. Allowable activities include Whole Community exercises, trainings, and activities focused on staff preparedness, information sharing with clients and government, and continuity of essential functions in the event of an emergency.
4. Youth Preparedness Resources are available on [Ready Kids](#). Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at [Ready Kids](#). Furthermore, FEMA's Individual and Community Preparedness Division and regional-based Community Preparedness Officers are available to provide grant recipients with guidance and



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assistance. Please email [FEMA-Prepare@fema.dhs.gov](mailto:FEMA-Prepare@fema.dhs.gov) to contact one of the Agency's subject matter experts.

The following are examples of youth preparedness activities that recipients are encouraged to undertake as allowable costs:

1. Outreach to a local school board or elementary school to encourage the adoption of the Student Tools for Emergency Planning (STEP) curriculum. STEP is a classroom-based emergency preparedness curriculum for 4th - and 5th -graders in an easy, ready-to-teach format. Students will learn about disasters, emergencies, and hazards, and how to create a disaster supply kit and family emergency communication plan. An overview of the STEP program along with the instructor guide and student activity book is available at [Ready STEP](#).
2. Sponsor the creation of a Teen for Community Emergency Response Team (CERT) in your jurisdiction. The CERT Program is a national program of volunteers trained in disaster preparedness and emergency response. Volunteers come from all ages and all walks of life, including teenagers. Additional information, including a step-by-step guide on how to start a Teen CERT, is available at [Ready Teen CERT](#).

The following tools are available to order from FEMA's warehouse free of charge:

1. "Prepare with Pedro" is a joint product of FEMA and the American Red Cross. The "Prepare with Pedro: Disaster Preparedness Activity Book" is designed to teach young children and their families about how to stay safe during disasters and emergencies. The book follows Pedro around the United States and offers safety advice through crosswords, coloring pages, matching games, and more. Additional information, including an ordering form, is available at [Ready - Prepare with Pedro](#).
2. The Ready 2 Help card game is a fun way for kids to learn how to respond to emergencies by working with friends and using skills that will help in a real emergency. Ready 2 Help teaches five simple steps to stay safe and make a difference until help arrives:
  - Stay Safe



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- Stay Calm
- Get Help
- Give Info
- Give Care

Ready 2 Help is designed for children ages 8 and up. Additional information, including an ordering form, is available at [Ready 2 Help](#).

**xi. Maintenance and Sustainment**

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

**xii. Amendments for EMPG Program Costs**

In 2 CFR 200.308(f) it states that the Federal awarding agency may, at its option, restrict transfer of funds among direct cost categories where the Federal share exceeds the simplified acquisition threshold, and the cumulative amount of the transfer exceeds 10% of the total budget last approved by the awarding agency. For purposes of 2 CFR 200.308(f), the term “budget” includes both the federal and non-federal cost share. For EMPG Program awards (which include a 50% cost share), if the recipient wants to revise their budget and there are transfers between the direct cost categories exceeding the Simplified Acquisition Threshold and the cumulative amount of the transfers exceeds 10% of the total project costs (federal and non-federal), then EMPG recipients must request prior written approval from their Regional EMPG Program Manager for those transfers and amendments. Recipients should consult with their Regional EMPG Program Manager prior to making any changes to their EMPG Program Work Plan. For more information on EMPG Program Work Plans, please see the appendix in Section H of this NOFO.

**g. Unallowable Costs**



Grant funds may not be used for the following:

1. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
2. Expenditures for weapons systems and ammunition;
3. Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties;
4. Costs that supplant traditional public safety positions and responsibilities;
5. Activities and projects unrelated to the completion and implementation of the EMPG Program; or
6. Clothing used for everyday wear by emergency management employees or other personnel.

Recipients should consult with their Regional EMPG Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this NOFO and the [Preparedness Grants Manual](#).

## E. Application Review Information

### 1. Application Evaluation Criteria

#### a. Programmatic Criteria

Application evaluation for the EMPG Program focuses on the EMPG Program Work Plan. Please see sections A.10.b, D.9.b, and the EMPG Program Work Plan appendix in Section H for more information on Work Plan requirements and process.

#### b. Financial Integrity Criteria



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

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

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

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

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#).



- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
  
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

## 2. Review and Selection Process

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

### a. Initial Review

The Regional EMPG Program Managers conduct all pre-award reviews for EMPG Program grant awards. All EMPG Program Work Plans require final approval by the RA. Prior to submission of the EMPG Program Work Plan, the applicant must work with the RA or designated Regional EMPG Program Manager to ensure that regional or state priorities are properly addressed in the EMPG Program Work Plan.

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



## b. Overall Review

FEMA Regions are responsible for reviewing submitted applications. Each Regional EMPG Program Manager reviews the FY 2024 EMPG Program Work Plans for their states or territories to assess the proposed EMPG Program investments against the agreed upon priorities. This will include a financial review using the following criteria:

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

## F. Federal Award Administration Information

### 1. Notice of Award

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

See the [Preparedness Grants Manual](#) for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.



Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

## 2. Pass-Through Requirements

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

## 3. Administrative and National Policy Requirements

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

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

- Environmental Planning and Historic Preservation (EHP) Compliance



- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

#### a. DHS Standard Terms and Conditions

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

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

#### b. Ensuring the Protection of Civil Rights

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

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



FEMA, as applicable.

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

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

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP compliance.

d. National Incident Management System (NIMS) Implementation

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the [Preparedness Grants Manual](#) for information about NIMS implementation.

e. Mandatory Disclosures



The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

#### 4. Reporting

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

See the [Preparedness Grants Manual](#) for information on reporting requirements.

#### 5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient and any subrecipients that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and



subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

## G. DHS Awarding Agency Contact Information

### 1. Contact and Resource Information

#### a. Program Office Contact

FEMA has assigned region specific Preparedness Officer for the EMPG Program. If you do not know your Preparedness Officer, reference [FEMA Regional Grant Program Office](#) or contact FEMA Grants News by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

#### b. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

#### c. Grant Programs Directorate (GPD) Award Administration Division



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

d. FEMA Regional Offices

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

FEMA Regional Office contact information is available at FEMA Regional Grant Program Office.

e. Equal Rights

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

f. Environmental Planning and Historic Preservation

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



## 2. Systems Information

### a. FEMA GO

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

### b. FEMA Preparedness Toolkit

The [FEMA Preparedness Toolkit \(PrepToolkit\)](#) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR), and other required assessments using the tools on PrepToolkit. For assistance, contact [support@preptoolkit.fema.dhs.gov](mailto:support@preptoolkit.fema.dhs.gov).

## H. Additional Information

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

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards



- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

## 1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

### a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the



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

#### b. With the Consent of the Recipient

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

#### c. Notification by the Recipient

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

## 2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.



[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

### 3. Financial Assistance Programs for Infrastructure

#### a. Build America, Buy America Act

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.



None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf) To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf)

## b. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:



- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

### c. Definitions

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

## 4. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

## 5. State Housing Strategy



**FEMA**

EMPG Program recipients are strongly encouraged to update their State Housing Strategy using the State Housing Strategy Template as part of their EOP or as a standalone document. In addition to the State Housing Strategy Template, recipients are encouraged to define and emphasize sheltering, short term, and permanent housing planning.

The State Housing Strategy Template helps states identify priorities and document critical, jurisdiction specific processes and procedures to promote an efficient disaster housing mission. The template walks recipients through the following planning considerations as seen in the table below. See the [State Administered Direct Housing Grant Guide, July 2020](#) for the template and other supporting information.

### State Housing Template Sections and Planning Considerations

Template Section	Planning Considerations
State-Led Disaster Housing Task Force (SLDHTF) Plan Organization	Participant inclusion, approaches for various types of housing disasters, available materials, available assistance programs, and sources for surge staffing
Housing Background	Identifying a jurisdiction's current housing situation, priorities, capabilities, challenges, and known risks
Sheltering Phase Strategy	Identifying planning leads, current resources, timeline, key partners, cross jurisdictional agreements, and other risks
Interim Housing Strategy	Identifying planning leads, current resources and capabilities, known areas of difficulty, key partners, relocation strategies, and risks
Permanent Housing Strategy	Identifying planning leads, long-term housing needs and prioritizations, current resources and capabilities, known areas of implementation challenges, relocation strategies, and risks
Pre-Disaster Activities	Creating communication plans, survivor transition plans, mitigation plans, and program closeout goals



Template Section	Planning Considerations
Post-Disaster Activities	Prioritizing disaster housing recovery activities, creating timelines for project completion, documenting planned actions for assessing the availability of affordable housing resources and expediting the delivery of housing by expediting permitting and waiver processes, establishing an information sharing method, creating an Environmental Planning and Historic Preservation (EHP) strategy, identifying potential locations for Manufactured Housing Units and Recreational Vehicles, and identifying available federal disaster housing assistance

## 6. State-Administered Direct Housing Implementation

FEMA encourages states to develop the capacity to administer FEMA Direct Housing Assistance through a reimbursable Inter-Governmental Service Agreement (IGSA). Under this arrangement, FEMA determines disaster survivors' eligibility for specific direct housing options and makes all determinations regarding continuing eligibility, appeals, and eligibility terminations. FEMA also monitors the state's administration of approved Direct Housing Options to ensure compliance with federal environmental, historic preservation, and floodplain management requirements as well as program conditions specified within the IGSA. States that choose to administer Direct Housing Assistance through an IGSA are required to develop a Direct Housing Administrative Plan and are encouraged to establish pre-placed contract to support the delivery of direct housing. Any contracts for this work would need to comply with the federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. For more information, regarding Direct Housing Assistance, please visit Chapter 5 of the Individuals and Households Program Unified Guidance and Chapter 3 of the Individual Assistance Program and Policy Guide (IAPPG)

## 7. Appendices

### a. EMPG Program Work Plan



Submission of an EMPG Program Work Plan is mandatory. It is a required component of the EMPG Program application. The Work Plan outlines the state's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, that are driven by identified preparedness priorities and proposed for the EMPG Program period of performance. An FY 2024 EMPG Program Work Plan Template (available on the [Grants.gov](https://www.grants.gov) EMPG Program application page and on the [EMPG Program page](https://www.fema.gov) on FEMA.gov) is provided to facilitate the work plan development process. The submitted Work Plan must address all the data and information requirements included in the FY 2024 EMPG Program Work Plan Template and in the supplemental guidance included in this section. Therefore, EMPG Program applicants are strongly encouraged to use the provided FY 2024 EMPG Program Work Plan Template.

Prior to submission of the EMPG Program Work Plan, the applicant must work with the Regional Administrator or designated Regional EMPG Program Manager to identify three-to-five priority areas which will serve as the focus for EMPG Program-funded investments. The priorities must be mutually agreed to by the applicant and Regional Administrator and should be driven by the THIRA/SPR process – specifically, the outputs from the THIRA/SPR process – and other relevant information sources such as AARs, audit and monitoring findings, Hazard Mitigation Plans and other deliberate planning products. Priorities should also reflect those included in each recipient's IPP so that recipients are focusing all investments, projects, and other resources on a common set of priorities. As they select priorities, applicants should consider which capability gaps would be most operationally consequential, must be closed most urgently, and could be meaningfully addressed within the period of performance. Applicants should refer to Section A.10.b above for further guidance on the priority identification process.

Applicants must set at least one performance goal for each RA agreed-upon priority area that achieves a specific outcome. Each goal must be specific, measurable, and achievable within the period of performance, relevant to the priority area, and have a target date for completion. Applicants must describe how achieving each goal or objective will impact the priority area it supports by the end of the period of performance. Each goal must include an estimate quantifying the extent to which the supporting investments will close capability gaps (e.g.,



“Increase the percentage of people who can find and secure long-term housing by 10% within 1 year of an incident”). The FY 2024 EMPG Program Work Plan Template includes instructions and examples to help guide this process so that recipients can develop goals that focus on achieving specific outcomes.

The Regional Administrator or designated Regional EMPG Program Manager will ensure that the mutually agreed priorities are fully addressed in the EMPG Program Work Plan. In addition, the Regional Administrator must approve final Work Plans before states may draw down EMPG Program funds. Grant funds will be released upon approval of the state’s final Work Plan.

Following Work Plan approval, regional EMPG Program Managers will work closely with recipients to monitor progress toward goals and activities in the Work Plans during the performance period and may request further documentation from the recipients to clarify the projected Work Plan. Further, in accordance with 2 C.F.R. §200.308 – Revision of budget and program plans, any changes to the approved Work Plan – including changes in project scope and budget changes within any direct cost category exceeding 10% of the total award amount – will require advance approval from the Regional Administrator or designated Regional EMPG Program Manager.

## Instructions

The FY 2024 EMPG Program Work Plan Template has been updated to support the collection of objective information and quantitative data that will allow FEMA to measure program effectiveness and investment impacts more effectively. This also enables compliance with [2 C.F.R. § 200.301](#), which requires federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices. To this end, the FY 2024 EMPG Program guidance in the NOFO and Work Plan requires recipients to link EMPG Program-funded investments to THIRA/SPR results and other relevant materials that inform capability priorities and needs and to include specific performance measures that



will allow FEMA to measure the impact of those investments based on the core capabilities that are addressed.

The FY 2024 EMPG Program Work Plan Template largely complements the THIRA/SPR process outlined in the [Comprehensive Preparedness Guide \(CPG\) 201, Third Edition](#) (CPG 201, v3). As noted in CPG 201, v3, a coordinated approach to track investments, and understand the return on investments, can help improve the effectiveness of those investments. Tracking how EMPG Program-funded investments result in specific, quantitative changes in capabilities can help guide communities' strategic planning considerations and inform resource allocation decisions that will maximize effectiveness in building or sustaining capabilities. Therefore, applicants are encouraged to refer to CPG 201, v3, along with their most recent THIRA and SPR, when developing their EMPG Program Work Plan.

The FY 2024 EMPG Program Work Plan Template consists of the following tabs: Definitions and Guidance, Quick Links, Grant Investment Strategy, Grant Activities Outline, Detailed Budget – Excluding M&A, Budget Narrative – Excluding M&A, Detailed Budget – M&A Only, Budget Narrative – M&A Only, EMPG Program Summary, Implementation Schedule, Training Data Table, and Exercise Data Table. As explained above, the focus of the FY 2024 EMPG Program Work Plan Template is on improving data collection to better enable measurement of grant outcomes. Therefore, the narrative content is minimized and many of the cells include dropdowns for selecting applicable data. This approach also helps to simplify the Work Plan development process.

Instructions for each Work Plan section are provided below. Additional guidance and instructions are provided in the FY 2024 EMPG Program Work Plan Template on [Grants.gov](#).

## Definitions and Guidance



The Definitions and Guidance tab collects applicant information and provides instructions for completing each subsequent tab.

## Quick Links

The Quick Links Tab uses the link functionality in Excel to allow users to navigate throughout the template quickly and minimize the need to scroll through projects and implementation schedules.

## Grant Investment Strategy

The intent of the Grant Investment Strategy tab of the FY 2024 EMPG Program Work Plan Template is to provide an overview of the state/territory's preparedness investment strategy. It should serve as the foundation for completing the remainder of the Work Plan. It includes separate sections to explain the following:

- The performance goals associated with each priority area;
- The most recent THIRA/SPR results;
- Significant risks and capability gaps that currently exist;
- Resulting preparedness priorities; and
- The anticipated impact of the proposed EMPG Program-funded investments.

For the Performance Goals section, the applicant should identify the three-to-five priorities that were mutually agreed to and approved between the Regional Administrator and the state/territory. These goals serve as the focus for the EMPG Program-funded investments. The reference materials used to identify the priorities should be cited and their relevance explained in this section. At least one performance goal should be identified for each priority area. Each goal must be specific, measurable, achievable within the period of performance, relevant to the priority area, and have a target date for completion (i.e., SMART goal). It should describe how achieving each goal will impact the priority area it supports by the end of the period of performance.



## Grant Activities Outline

The Grant Activities Outline is used to capture the proposed EMPG Program-funded projects and link them to the identified priorities, performance goals, and gaps or needs. Coupled with the Implementation Schedule, the Grant Activities Outline supports identification and tracking of EMPG Program-funded project outcomes, which will enable better understanding of the impacts of those investments relative to the performance goals and the associated core capabilities. Identifying and tracking project outcomes also supports compliance with the [Foundations for Evidence-Based Policy Making Act of 2018](#) and [changes to 2.C.F.R](#) related to performance, evaluation, and risk for federal grants. Applicants can also designate whether a project addresses equity considerations and/or climate change impacts. Examples of allowable activities and associated core capabilities for projects that address the FY 2024 EMPG Program national priorities of equity, climate resilience, and readiness.

The Grant Activities Outline includes sections that allow the applicant to identify the performance goals that are supported by each project and the milestones that are critical to accomplishing each goal. Additional guidance on performance goals and milestones, including specific examples of each, are provided below.

The Grant Activities Outline also requires the applicant to explain the objective and anticipated impact of each project relative to the associated priorities, performance goals, and related core capabilities:

- The “Project Objective” should explain what the project will accomplish; specifically, how the project will address the identified gap or need and how it supports one or more of the identified performance goals.
- The “Anticipated Project Impact” should explain the expected project outcome relative to the associated priorities and performance goals.
  - The impact statement should include a quantitative estimate of the degree to which the project will contribute to achieving the identified performance goal (see hierarchy example below).

Effective completion of the Grant Activities Outline requires an understanding of the established planning hierarchy. Priorities are at the top of the hierarchy, followed by performance goals that define a clear outcome or end-state and



provide the basis for addressing each priority. Project proposals should be identified based on the performance goals. High priority capability gaps or needs identified through the THIRA/SPR process, particularly SPR Step 2, and other assessments are also used to inform project selection and to identify specific project objectives. Project objectives, and accompanying impact statements, should complement the performance goals by including similar outcome-focused metrics, as explained above. Lastly, identifying the specific project activities are the last step in the process of completing the GAO. Project activities are key components and/or milestones that are critical to successful completion of the project.

An example of this planning hierarchy for completing the GAO is provided below:

- **Priority:** Logistics and Supply Chain Management
  - **Performance Goal:** Within 24 hours of an incident, identify and mobilize life-sustaining commodities, resources, and services to 10,000 people requiring shelter and 100,000 people requiring food and water. Maintain distribution system for at least 30 days.
  - **Project:** Update State Logistics and Distribution Management Plan and qualify 40 additional personnel for logistics operations in NQS.
    - **Project Objective/Impact:** Increase capacity to identify and mobilize life-sustaining commodities, resources, and services to people requiring shelter, food, and water by 50%, allowing the state to do so for 7,500 people requiring shelter and 75,000 requiring food and water within 24 hours of an incident and maintain that distribution system for at least 30 days.
    - **Activity:** Convene cross-discipline working group meeting on May 30, 2024, to review current State Logistics and Distribution Management Plan

All EMPG Program-funded investments must be accounted for in the Grant Activities Outline. However, recognizing that some sustainment activities, such as funding of emergency manager salaries, may not align to a specific priority or performance goal, applicants are not required to identify priorities and performance goals for such investments. However, all other portions of the Grant



Activities Outline must be completed to justify the applicable sustainment costs.

In cases where emergency management personnel are not assigned to support specific projects included in the Work Plan, the applicant may choose to create a single project (e.g., Emergency Management Personnel Project) to encompass the majority of the EMPG Program-funded salaries and fringe benefits costs. This single project would be populated on the Grant Activities Outline and include the associated activities, priorities, goals, anticipated outcomes, milestones, etc. for the applicable EMPG Program-funded emergency management staff, including staff supporting the M&A activities.

The various elements of the Grant Activities Outline tab are outlined below, along with basic instructions for completing the required entries. Supplemental guidance and instructions are included in the FY 2024 EMPG Program Work Plan Template.

- **Project Name:** Provide a descriptive name for each planned project. Examples include “Development of Emergency Function Annexes,” “Development of Earthquake Scenario Loss Estimations,” “Implementation of Statewide Interoperability Plan,” “NIMS Training for Emergency Management Personnel,” “Development of Emergency Preparedness Plan for Individuals with Disabilities,” etc.
- **Brief Project Description:** Provide further details on the project, particularly where the project name does not sufficiently describe the project.
- **Gap or Need Addressed:** Briefly describe the specific gap or need addressed by the project.
- **Reference for Identified Gap or Need:** Select the documentation used to identify the cited gap or need from the drop-down menu.
- **Project Objective:** Explain how the project addresses the identified gap or need, and how it supports the identified priorities and performance goals.
- **Anticipated Project Impact:** Explain the expected project outcome relative to the associated priorities and performance goals.
- **Build or Sustain:** Select whether the project will build or maintain/sustain the identified core capability(ies).
- **Equity:** Select whether the project will address equity considerations. For FY 2024, **at least one project** must specifically address equity considerations.



- **Climate Change:** Select whether the project will address the impacts of climate change.
- **EMPG Program National Priority Area:** Select the applicable National Priority Area from the drop-down menu.
- **Regional Administrator (RA) Agreed Upon Priority Area:** Select from a drop-down list of the 32 core capabilities and other priorities identified in the latest version of the National Preparedness Report. If the priority is not included in the drop-down list, enter “other” for Primary, Secondary and/or Tertiary, and then enter the priority in the adjacent cell.
- **POETE Category:** Select whether the project relates to Planning, Organization, Equipment, Training, or Exercises. Multiple POETE categories can be selected to accommodate projects that span multiple categories. For example, building capability often involves a combination of planning, training, and exercise activities. Space is provided to populate the Primary, Secondary and Tertiary POETE category.
- **Emergency Management Accreditation Program (EMAP) Standard Element:** This field is optional. It is made available to those states/territories that are EMAP certified and want to continue tracking their investments by EMAP Standard Elements. Select the appropriate EMAP Standard Elements from the drop-down menu, if applicable.
- **Mission Area:** Select the appropriate preparedness mission area supported by the project: Prevention, Protection, Mitigation, Response, or Recovery. Multiple mission areas can be selected to accommodate projects such as plans and exercises that involve multiple mission areas, and space is provided to populate the Primary, Secondary and Tertiary Mission Areas.
- **Core Capabilities:** Select up to five core capabilities supported by the project. Indicate whether the Core Capability has a target with a gap rated as high priority.
- **Performance Goals:** Select the performance goal(s) from the drop-down menu. The drop-down menu will consist of the performance goals as entered in the Grant Investment Strategy.
- **Current Capability Metrics:** Identify capability metrics prior to the project implementation.
- **Milestones:** Identify key project activities and other deliverables or outputs that are critical to accomplishing the identified performance goal and can be tracked to demonstrate progress toward achieving the performance goal.

**FEMA**

## Detailed Budget – Excluding M&A

The Detailed Budget – Excluding M&A tab enables a full accounting of all project activity costs, excluding M&A costs. This tab contains an itemization of non-M&A costs related to personnel, fringe benefits, travel, equipment, supplies, contractual services, construction, other, and indirect costs. For personnel and fringe benefits, the position title and percentage of time or fringe allocated to the EMPG Program grant is required. Each line item is assigned to its relevant project, allowing the information in mission areas, core capabilities, priorities, EMAP, and POETE categories to populate accordingly. This enables a breakdown of the full EMPG Program budget into various categories: Mission Area, Core Capabilities, National Priority Area, RA Agreed Upon Priority, EMAP Standard Elements, and POETE Category. The cells for each of these categories are automatically populated based on the project number as identified in the Grant Activities Outline.

## Budget Narrative – M&A Only

The purpose of the Budget Narrative – M&A Only tab is to: 1) justify the need for each line item and the cost estimates; 2) explain how costs relate to the programmatic goals of the project(s); and 3) supplement other budget information provided on the Detailed Budget– M&A Only tab. For the Cost Share, applicants must include a detailed description of the source of the cost share/matching funds. If funds or services are to be provided by a third party for in-kind match, a dated letter of commitment is required to document the donation. This tab will include a narrative for each cost category of the budget.

## Information for the Detailed Budget and Budget Narrative

This section of the Work Plan is a detailed description of the budget found in the SF-424A and must include a detailed discussion of how EMPG Program funds will be used. Applicants must **itemize** costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs, other direct costs, indirect costs,



and total costs.

Applicants should use the following instructions and budget cost category descriptions to complete the Budget Detail section of the Work Plan.

**Personnel:** List each position with a brief description of the duties and responsibilities (no personnel names), as well as the salary computation for staff. If a Cost-of-Living Adjustment increase and/or merit pay increase in salary will be provided for the position, include those costs in calculations for personnel and the associated fringe benefits on the applicable Detailed Budget and the Budget Narrative.

**Fringe Benefits:** List the computation for fringe benefits for each of the personnel listed in the budget worksheet. Estimated rates for fringe are allowable but provide the basis for that estimation in the budget narrative (e.g., average percent fringe paid for most employees within the agency). If not using an estimate, list fringe benefit and the associated costs for each employee that will be paid by EMPG Program funding (e.g., Social Security/FICA, Unemployment Compensation, Medicare, Retirement, Health Insurance, Life Insurance, etc.). Also, in cases where fringe benefits costs are included in an indirect cost rate agreement, the fringe benefits cannot also be charged as a direct cost for reimbursement.

**Travel:** Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel for staff. Travel may be integral to the purpose of the proposed project (e.g., management, monitoring and/or oversight of grant award and/or subrecipients) or related to propose project activities (e.g., attendance at training or meetings related to management of the EMPG Program award). Travel costs identified in this section are for employees of the applicant/recipient only. For travel costs related to staff training, include as many details as possible about each proposed training cost, including the name of the training course(s), training provider, personnel who will



attend the training, proposed dates (estimates are accepted), etc. Travel category costs do not include 1) costs for travel of consultants, contractors, consortia members, or other partner organizations, which are included in the “Contractual” category; or 2) travel costs for employees of subrecipient agencies (those should be included in the Contractual category, if applicable).

**Equipment:** List each equipment item for EMPG Program purposes only by Line-Item Name and in the same order as listed on the Detailed Budget. Include a brief description of each equipment item (no brand names); per unit cost, quantity and total cost; location of equipment (if other than the direct recipient agency); and how the equipment will be utilized. Equipment is defined in 2 C.F.R. § 200.1.

**Supplies:** Include all tangible personal property other than those described in the definition of “equipment” as defined by 2 C.F.R. § 200.1. Supplies are also defined in 2 C.F.R. § 200.1. The budget detail should identify categories of supplies to be procured for EMPG Program purposes only (e.g., printing supplies, office supplies, etc.) and the calculation of those costs (e.g., based on monthly rates or based on an average of previous years’ similar costs). Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental costs should be included in the “Other” category. Provide the basis for calculation of supplies including the Line-Item Name and list supplies in the Budget Narrative in the same order as listed on the Detailed Budget. Subrecipient M&A and non-M&A costs should be included in the “Other” category.

**Contractual:** Identify each proposed contract related to EMPG Program purposes only and specify its purpose and estimated cost. Contractual/consultant services are those services to be carried out by an individual or organization (do not include company or individual names in budget narrative), other than the applicant, in the form of a procurement relationship. Leased or rented goods (equipment or supplies) for EMPG Program purposes should be included in the “Other” category. The applicant should list the proposed contract activities along with a brief description of the scope of EMPG Program work or services to be provided and proposed duration. Include the basis for the calculation of



contractual services costs (e.g., contractor training instructor speaking fee, contractor travel costs and contractor instructional materials).

**Other:** This category should include only those types of direct costs that do not fit in any of the other budget categories and are related to EMPG Program purposes only. Include a description of each cost by Line-Item Name and in the same order as listed on the applicable Detailed Budget. Include the basis for calculation of the costs. Examples of costs for EMPG Program purposes that may be in this category include the following: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying rental, etc. Subrecipient M&A and non-M&A costs from their subawards (e.g., subgrants) are a distinct type of cost under this category. The term “subaward” means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of M&A and non-M&A activities to be supported.

**Construction:** Include construction costs, including renovation projects for a state or territorial government’s principal EOC. Include a description of the types of construction or renovation services proposed and the calculation of these costs (no company or individual names). Subrecipient construction costs should be included in the Other category. M&A funding cannot be used for construction or renovation costs.

**Indirect Costs:** If indirect charges are budgeted, indicate the approved rate and base (the cost categories for which this indirect cost percentage rate will be applied.) Indirect costs are those incurred by the recipient for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. In order for



indirect costs to be allowable, the applicant must have a federal or state negotiated indirect cost rate (e.g., fixed, predetermined, final or provisional), or must have submitted a proposal to the cognizant federal or state agency. An approved Indirect Cost Rate Agreement signed by the recipient agency and the cognizant agency for the recipient, or a copy of the proposal to the cognizant federal or state agency for an indirect cost rate, must be included in the submission of the Work Plan Template for application purposes.

Examples of Indirect Cost Rate calculations are shown below:

1. Personnel (Indirect Rate x Personnel = Indirect Costs)
2. Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
3. Total Direct Costs (Indirect Rate x Total Direct Costs = Indirect Costs)

Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b, state and local governments are not permitted to use the de minimus rate without seeking and receiving FEMA's approval of a case-by-case exception. Applicants who wish to request the case-by-case exception should reach out to their FEMA Grants Management Specialist for further instructions.

Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

## **EMPG Program Summary**

This tab includes summary information for the award as entered in the budget tabs and the Grant Activity Outline. The overall budget summary will include the total award amount, federal amount, non-federal amount (cost share), and M&A amount, along with the calculated percentage of each. The additional budget summary tables will calculate the amount allocated for federal funds, non-federal funds (cost share) and total project costs for each cost category. There is also a



budget summary table with similar information for each primary mission area and core capability.

The EMPG Program Summary tab also provides users with an overview of their progress in the FY 2024 EMPG Program Performance Metrics. The metrics are automatically populated from the calculations of information provided in the Grant Activities Outline. These metrics aim to provide the count, percentage, and associated dollar amount affiliated with the following performance metrics: 1) Capability-building Projects for Alignment to Capability Gaps in SPR; 2) Funding Spent on Capability-building Projects Aligned to Capability Gaps in SPR; 3) Building Capabilities for High Priority Targets; 4) Regional and National Priority Area Alignment; and 5) Plans-Training-Exercise Alignment. The EMPG Program Summary Tab further provides a count of all projects that address equity considerations and climate change impacts.

## Implementation Schedule

The Implementation Schedule includes the basic elements of a project management plan. It is used to capture key project activities to include both EMPG Program-funded activities that are critical to accomplishing the project objectives as identified in the Grant Activities Outline, as well as tasks that are essential to effective project management. Thus, this product can be used as a basic project management tool to plan and track the progress of key project activities and associated tasks. Key project activities should generally correlate with the “Milestones” identified for each project included in the Grant Activities Outline.

The Implementation Schedule enables the applicant to identify key project activities by year/quarter, the associated tasks, timelines, status reports, and challenges or risks that may affect successful completion of the activity as planned. It also allows for the tracking of project progress by including estimated and actual completion dates for each activity and the ability to enter quarterly accomplishments relating to the activity. This functionality allows for quarterly



reporting of project progress, in accordance with the programmatic requirements of the EMPG Program. Also, data from the Implementation Schedule should be completed and submitted to FEMA as a component of quarterly reporting on grant activities.

The Implementation Schedule further allows the applicant to explain how their project addresses equity considerations. Possible examples include: 1) conducting vulnerability assessments to identify and fully understand the vulnerabilities and needs of underserved communities relating to emergency preparedness; and 2) updating emergency operations plans to ensure the needs of underserved communities are adequately addressed.

The Implementation Schedule also provides the applicant with the ability to explain how their project addresses the impacts of climate change.

## Training Data Table

To facilitate consistent data reporting and performance measures collection, the FY 2024 EMPG Program Work Plan Template includes a Training Data Table. This table should reflect training activities outlined in the multi-year IPP and completion of required EMPG Program training courses. The data requirements are defined in the section below. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with training. Training related to the NQS is not reported on the Training Data Table. Also, data from the Training Data Table should be completed and submitted to FEMA as a component of quarterly reporting on grant activities. Upon entering the project name or number in the template, the cells located to the right of the main Training Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

## Training Data Table Template



**(Header template only, no data)**

Project Number	Project Name	Name of Training	Scheduled Date	Date Training was Conducted/Completed	EMPG Program Required Training? (Y/N)	Number of Personnel Trained	N T C N a
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**Training Data Table Definitions**

**Column 1** – Project Number from the Grant Activities Outline

**Column 2** – Project Name from the Grant Activities Outline

**Column 3** – Name of training course

**Column 4** – Scheduled date of training course

**Column 5** – Date training was conducted or completed

**Column 6** – Is the training course required by the EMPG Program?

**Column 7** – Number of personnel trained

**Column 8** – NIMS Training Course Number (if applicable)

**Column 9** – Is the training identified in the multi-year IPP?

**Exercise Data Table**

To facilitate consistent data reporting and performance measure collection, an Exercise Data Table should be completed for any exercises that meet EMPG Program requirements and/or exercises conducted in whole or part with EMPG Program funds. The Exercise Data should include EMPG Program-funded exercises and costs to run the exercise (e.g., planning, materials, props,



contractual services for conducting the exercise, AAR and IP, etc.). Any exercise planned or conducted during the grant period of performance should be reported on the Exercise Data Table. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with exercises. Data from the Exercise Data Table should also be completed and submitted to FEMA as a component of quarterly reporting on grant activities. The data requirements are defined in the section below. Upon entering the project name or number in the template, the cells located to the right of the main Exercise Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

## Exercise Data Table Template

(Header template only, no data)

Project Number	Project Name	Name of Exercise	Scheduled Date	Date Exercise Conducted/Completed	Type of Exercise	Exercise Fulfills Progressive Exercise Requirement (Y/N)
----------------	--------------	------------------	----------------	-----------------------------------	------------------	--

### Exercise Data Table Definitions:

**Column 1** – Project Number from the Grant Activities Outline

**Column 2** – Project Name from the Grant Activities Outline

**Column 3** – Exercise Name

**Column 4** – Scheduled date of exercise

**Column 5** – Date exercise conducted/completed

**Column 6** – Type of exercise (select from drop-down menu)



**Column 7** – Is the exercise part of a progressive exercise series?

**Column 8** – Is exercise identified in the multi-year IPP?

**Column 9** – When was the AAR submitted to FEMA?

### 1. EMPG Requirements Matrix

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
1	Allowability	Critical Emergency Supplies Purchases – 5-year viable inventory management plan with a distribution strategy	PGM, NOFO	Prior to award (if applicable)	Varies	Work Plan/Amendment
2	Application	Work Plan	NOFO	Per the NOFO	Varies	FEMA GO
3	Application	Project addressing Equity Considerations	NOFO	Per the NOFO	Varies	Work Plan: Grant Activities Outline and Budget Narrative
4	Civil Rights	Civil Rights Evaluation Tool	PGM, NOFO	Within 30 days of receipt of award	Varies	Email to: <a href="mailto:CivilRightsEvaluation@hq.dhs.gov">CivilRightsEvaluation@hq.dhs.gov</a> and cc: Regional EMPG Manager



**FEMA**

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
5	Closeout	Closeout Reporting Requirements. (Note: FEMA GO does not have a closeout module. Regional closeout processes vary.)	PGM	Per the Closeout notification letter	Varies	FEMA GO/Electronic Notifi
6	Cost Share	Cost Share	NOFO	Application, Quarterly, Closeout	Varies	Work Plan Budget, Federal Financial Report (FFR)/SF (Quarterly and at Closeou
7	Davis-Bacon	Davis-Bacon Compliance	PGM, NOFO	For all EMPG projects	Varies	Monitoring
8	EHP	EHP approval	PGM, NOFO	Prior to any construction, renovation, or ground disturbing activity	Varies	Email to: <a href="mailto:CivilRightsEvaluation@hq">CivilRightsEvaluation@hq</a> , and cc: Regional EMPG Program Manager
9	EHP	Construction of Communication Towers	PGM, NOFO	FCC Section 106 review must be completed prior to EHP review	Varies	Monitoring
10	EMAC	EMAC association	NOFO	Prior to award	Varies	Regional EMPG Program Manager to verify on EMA website



**FEMA**

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
11	Exercise	Exercise program negotiated (align with IPP/priorities)	PGM, NOFO	Prior to award	Varies	Work Plan
12	Exercise	AAR (After Action Report)/IPs	PGM	90 days after completion of exercises conducted in Calendar Year (CY) Q4	Varies	Email to: <a href="mailto:hseep@fema.dhs.gov">hseep@fema.dhs.gov</a> and cc: Regional EMPG P Manager
13	Performance Measures	87.5% of all PTE projects align with building capability and/or closing capability gaps identified	NOFO	Prior to award	Varies	Work Plan
14	Pre-Award	Pre-award cost	NOFO	Prior to award (if applicable)	Varies	Work Plan Budget
15	Priorities	3-5 Applicant and RA mutually agreed upon Priorities (Note: These need not be the national priorities)	NOFO	Prior to award	Varies	Work Plan



**FEMA**

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
16	Reporting	Threat and Hazard Identification and Risk Assessment (THIRA) submitted	PGM, NOFO	Every 3 years starting in 2022	31-Dec	Prep toolkit
17	Reporting	State Preparedness Review (SPR) submitted	PGM, NOFO	Annually	31-Dec	Prep toolkit
18	Reporting	National Incident Management System (NIMS)	PGM, NOFO	Annually	31-Dec	Unified Reporting Tool (U
19	Reporting	National Qualification System (NQS) implementation	PGM, NOFO	Phased-in Objectives due Annually	31-Dec	URT
20	Reporting	Distribution Management Plan (DMP) Plan review	PGM	After initial submission, DMP updates submitted annually, as necessary	30-Sep	Email to: Regional EMPG Program Manager



**FEMA**

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
21	Reporting	Multi-year Training and Exercise Plan (TEP)/Integrated Preparedness Plan (IPP) developed	PGM, NOFO	Annually	31-Jan	Email to: <a href="mailto:hseep@fema.dhs.gov">hseep@fema.dhs.gov</a> and cc: Regional EMPG P Manager
22	Reporting	Periodic Performance Reporting (PPR) Status of all EMPG Program-funded plans, training and exercise activities must be reported quarterly.	PGM	Within 30 days after the end of the CY Quarter	30-Jan 30-Apr 30-July 30-Sep	FEMA GO
23	Reporting	Financial Quarterly Reporting	PGM	Within 30 days after the end of the CY Quarter	30-Jan 30-Apr 30-July 30-Sep	FEMA GO



**FEMA**

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
24	Reporting	Biannual Strategy Implementation Report (BSIR)	PGM	Biannual	No later than: 30-Jan 30-July	FEMA GO
25	Reporting – Exercise	All EMPG Program-funded exercise activities must be reported quarterly.	PGM, NOFO	Quarterly	30-Jan 30-Apr 30-July 30-Sep	Exercise Data Table
26	Reporting – Training	All EMPG Program-funded training activities must be reported quarterly.	PGM, NOFO	Quarterly	30-Jan 30-Apr 30-July 30-Sep	Training Data Table



ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
27	Telecomms	FirstNet	PGM	Prior to award (if applicable)	Varies	Verified by Regional EMP Program Manager
28	Telecomms	SAFECOM	PGM	Prior to award (if applicable)	Varies	Verified by Regional EMP Program Manager
29	Training	Training activities captured (align with IPP/priorities)	PGM, NOFO	Prior to award	Varies	Work Plan Training Data T PPR template
30	Training	EMPG funded personnel who have completed: <ul style="list-style-type: none"> <li>■ Basic Academy OR Professional Development Series</li> </ul> AND <ul style="list-style-type: none"> <li>■ NIMS</li> </ul>	PGM	On-going	Varies	Per Regional Guidance: <ul style="list-style-type: none"> <li>■ FEMA GO: with PPR</li> <li>■ Roster to Regional EM Program Manager</li> <li>■ Reviewed During Moni</li> </ul>



ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
31	Training	Training attendance information submitted within 30 days of attendance of training supported with EMPG funding (IB 432)	PGM, NOFO	On-going	Varies	Web-Forms

[1] An additional \$50,000 is funded pursuant to the Federal Programs and Services Agreements of the *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188).

[2] NOTE: The core capabilities listed under the Equity priorities are not all-inclusive. Equity considerations should be factored into all core capabilities and all EMPG-funded projects, including those listed under the Climate Resilience and Readiness priorities.



**FEMA**



## FY 2024 Emergency Management Performance Grant (EMPG) Performance Report

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

### Part I: General Information

<b>Subrecipient:</b>	
<b>Subaward Number:</b>	<b>Total Awarded Amount:</b> \$
<b>Subaward Period of Performance:</b> 7/1/2024 to 6/30/2026	<b>Point of Contact Info:</b>  Name: Phone: Email:
<b>Reporting Period:</b> Select quarter range from dropdown	
<b>Date of Report:</b> This date must fall after reporting quarter	

### Part II: EMPG Grant Activities

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

<b>Project Number:</b>
<b>Project Title:</b>
<b>Description:</b>
<b>Project Status:</b> Choose an item.
<b>Project Summary:</b> (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.)
<b>Q1:</b>
<b>Q2:</b>
<b>Q3:</b>
<b>Q4:</b>



**FY 2024 Emergency Management Performance Grant (EMPG)  
Performance Report**

**Q5:**

**Q6:**

**Q7:**

**Q8:**

**Comments/Explanation for Not Started, Delayed, or Cancelled Status:**

**Project Number:**

**Project Title:**

**Description:**

**Project Status:** Choose an item.

**Project Summary:** (Describe what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date; this report is cumulative.)

**Q1:**

**Q2:**

**Q3:**

**Q4:**

**Q5:**

**Q6:**

**Q7:**

**Q8:**

**Comments/Explanation for Not Started, Delayed, or Cancelled Status:**



**FY 2024 Emergency Management Performance Grant (EMPG)  
Performance Report**

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

**Part III: Personnel Funding Data**

Report data on emergency management personnel that are funded with EMPG funds.

<b>Metric</b>	<b>EMPG Total</b>
Identify the total amount of EMPG and match funds allocated to personnel salaries and benefits.	\$
Identify the total number of emergency management personnel supported by EMPG funds.	#



## FY 2024 Emergency Management Performance Grant (EMPG) Performance Report

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

Report data on training sessions that are funded with EMPG funds.

Name of Training	Number of Personnel Trained
	#
	#
	#
	#

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

Report data on exercises that are funded with EMPG funds.

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

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

Report mandatory training data on EMPG-funded personnel.

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



**FY 2024 Emergency Management Performance Grant (EMPG)  
Performance Report**

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

Report mandatory exercise data on EMPG funded personnel. (2 exercises within the period of performance) and select a priority that aligns to each exercise.

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

**Part VIII: Integrated Preparedness Plan (IPP)**

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

**Part IX: Self-Certifying regarding 100% Match Activities**

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



## FY 2024 Emergency Management Performance Grant (EMPG) Performance Report

### **Part X: EMPG National Qualification System (NQS) Requirement**

As an FY 2023 EMPG post-award requirement, Subrecipients are required to work towards implementation of NQS by developing an Implementation Plan. Please identify how you are meeting the NQS, by selecting one of the following requirements.

Adopt the FEMA <a href="#">Emergency Management Institute</a> (EMI) 2300 Series Training <b>and</b> the <a href="#">FEMA Position Task Book</a>	<input type="checkbox"/>
Adopt <a href="#">Cal OES's Credentialing Program</a>	<input type="checkbox"/>
Implement their own program using the <a href="#">FEMA Implementation Plan Template</a> .	<input type="checkbox"/>

### **Part XI: Certification of Reported Activities**

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

**Subrecipient:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

**Printed Name of Authorized Agent:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Emergency Management Performance Grant

## REIMBURSEMENT FORM

### SECTION A: SUBMITTING YOUR CLAIMS

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

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

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

Department of Auditor-Controller  
Shared Services Division / Attn: Grants Unit  
320 W. Temple St., Suite 380  
Los Angeles, CA 90012

1. Enter Grant Year:

20\_\_

Period of claim

FROM

TO:

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

1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)	3. Taxpayer ID	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary)		4. Contact's phone:
		4. Contact's e-mail:

### SECTION C: DETAIL CLAIM INFORMATION

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

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

### SECTION E: FOR SSD USE ONLY

I certify that (please use the checkbox):

- 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.
- 2. All instructions for this form were followed and all the supporting documentation (per instructions) including the EMPG electronic spreadsheet are included with this claim.

3. \_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

4. \_\_\_\_\_  
AUTHORIZED PRINTED NAME AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):  
PHONE #: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

STAMP WITH RECEIVED DATE HERE:

ASSIGNED CLAIM TRACKING NO.:

\_\_\_\_\_

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

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

**Purpose of these Instructions:**

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

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

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

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

**Please note the following:**

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

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

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

- Sending your claims only once (we do not require original documents and duplicates). Sending duplicates will slow down our process.
- Ensuring that all documents attached to your claims are legible and belong to the performance period of the Grant.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

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

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

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

- Please indicate the project and item as indicated in the budget workbook that is related to your respective claim.
- For **Organization Expenditures**: according to the type of organization expenses please follow the instructions below for salaries and employee benefits or operating expenses.
- For **Salaries and Employee Benefits (S&EB)**: Provide actual charges, timecards, proof of payment (payroll register/pay stubs), actual benefits or development of benefit rates with claim. For reimbursable expenditures: name of employee needs to be in the budget of the EMPG grant and expenditure needs to indicate the name of the employee and the time period.
- For **Operating Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the description in the grant workbook. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  2. Copy of the purchase order
  3. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
  4. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  5. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  6. Federal Debarment Listing (if applicable): Please provide a screen print out of the queried Federal Debarment Listing at <https://sam.gov/SAM/>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
  7. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process
    - Non-Competitive (Sole Source) State Approval: for non-bid purchases of **\$250,000** or more to a single vendor, please attach the Non-Competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
- For **Equipment Expenditures**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  1. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  2. Copy of the purchase order
  3. Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.

4. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check or bank statement with debit (name of vendor should be included in the statement) or agency's general ledger (should be from an automated system that clearly records the posting of the payment).
  5. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  6. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  7. Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at <https://sam.gov/SAM/>. **The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.**
  8. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a Competitive or Non-competitive (sole source) bid process.
  9. Non-competitive (Sole Source) State Approval: for non-bid purchases of **\$250,000** or more to a single vendor, please attach the Non-competitive (sole source) approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
  10. Additional Equipment Information: Shared Services needs this information in order to complete the workbook for the State. This is needed for all those items of your reimbursable budget that are included in the equipment category:
    - Serial # for your equipment or ID tag number.
    - Please ensure that equipment is in your budget prior to the order or/and or purchase and indicate project letter and Item # (if applicable). We will need the equipment description if it is not clear in the invoice and the description and invoice have to match the budget description for the State's workbook.
    - AEL #, AEL title
    - Invoice #
    - Vendor Name
    - Vendor Debarment printout (prior to order, purchase and/or selection of the vendor)
    - Acquired date,
    - Condition and disposition
    - Deployed location (please provide the complete address)
    - Grant year
    - Indicate procurement method: bids or sole source purchase.
    - SAFECOM compliance.
  11. Equipment Inventory Listing (Print out and Excel File). Please include both the printout of the listing and the corresponding excel file with your claim.
- For **Training** related expenditures please provide:
    - a. Documentation of actual expenditures: Copy of the approved State-Sponsored Training Reporting Form (with the tracking request # and e-mail from CalOES): Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant
    - b. If you are including personnel costs with your training claim, please add the following:
      - i. Documents that certify completion of the training: please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are attendance sheets, sign- in sheets, agendas of the class, training certificates.
      - ii. Summary Listing of Charges: Please add a listing which clearly shows the breakdown of the training charges per employee and that match the total claimed. The listing

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

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

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

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

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

20__ EMPG STATEMENT OF EXPENDITURES																					
DMA Area :																					
Solution Areas:			Salary and Employee Benefits																		
Months Included in this Quarter:		July, August, September 20__																			
Entered by DMA											Entered by Shared Services Division										
Project Alpha (e.g. A, B)	Name	Purpose	Dates of Payroll Period	Invoice No. and Check No. (if applicable)	Total Project Hours	Total Salary and Benefits	PAYROLL DOCUMENTATION (whichever is applicable)			Total Project Hours	Documents Submitted by Area	Is Expenditure Ready?	Amount Ready	SSD Comments							
							PDF of Invoice with Activity Log and Copy of Check	PDF Copy of Signed/Approved/Timecard, Statement of Earnings (Pay Stub)	PDF of Bank Statement (if check or other proof of payment is not available)												
										PDF of Bank Statement											
										see July											
										see August											
										see September											
										see October											
										see November											
										see December											
<b>Total Salary &amp; Employee Benefits</b>						<b>0.00</b>	<b>0.00</b>			<b>0.00</b>			<b>0.00</b>								



20__ EMPG STATEMENT OF EXPENDITURES																	
DMA Area :																	
Solution Areas:		Organization (Operating Expense)															
Months Included in this Quarter:		July, August, September 20__															
Entered by DMA																	
Project Alpha(e.q. A, B)	Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount Paid					Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")			Is Purchase Document Required According to your Purchasing Policy?	Attach in the Corresponding Columns the Following pdf Files:	
							Operating Expense (ORG)					Competitive Bid (multiple bid)	Non-Competitive (single bid)	Sole Source (non bid)		Invoice, Check, SAM, Other Purchasing Documents as Required	PDF of Bank Statement (if check or other proof of payment is not available), Only One pdf per Month.
							Consultant/Contractor Fee	Communications Services	Rental/lease space costs	Supplies	Travel						
																	see July
																	see August
																	see September
																	see October
																	see November
																	see December
																	see January
																	see February
																	see March
<b>TOTAL</b>							0.00	0.00	0.00	0.00	0.00						

20__ EMPG STATEMENT OF EXPENDITURES																			
DMA Area :																			
Solution Areas: <b>Organization (Operating Expense) and Planning</b>																			
Months Included in this Quarter: July, August, September 20__																			
Entered by DMA																			
Project Alpha (e.g. A, B)	Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount Paid					Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")			Is Purchase Document Required According to your Purchasing Policy?	Attach in the Corresponding Columns the Following pdf Files:		When Claiming a Planning Activity, Attach a pdf Copy of Final Product (Deliverable) that was Identified in the Grant Award, and Sign-in-sheet (if applicable).	
							Operating Expense (ORG)					Planning	Competitive Bid (multiple bid)	Non-Competitive (single bid)		Sole Source (non bid)	Invoice, Check, SAM, Other Purchasing Documents as Required		PDF of Bank Statement (if check or other proof of payment is not available). Only One pdf per Month.
							Consultant/Contractor Fee	Communications Services	Rental/lease space costs	Supplies	Travel								
												NO	YES	NO	YES		see July		
												NO	YES	NO	NO		see August		
												NO	YES	NO	YES		see September		
												NO	YES	NO	NO		see October		
												NO	YES	NO	YES		see November		
												NO	YES	NO	NO		see December		
												NO	YES	NO	YES		see January		
												NO	YES	NO	NO		see February		
												NO	YES	NO	YES		see March		
<b>TOTAL</b>							0.00	0.00	0.00	0.00	0.00	0.00							

20__ EMPG STATEMENT OF EXPENDITURES																					
DMA Area :																					
Solution Areas: <b>Organization (Operating Expense) and Training</b>																					
Months Included in this Quarter: July, August, September 20__																					
<b>Entered by DMA</b>																					
Project Alpha(a, q, A, B)	Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount Paid					Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")			Is Purchase Document Required According to your Purchasing Policy?	Attach in the Corresponding Columns the Following pdf Files:		When Claiming a Training Activity, Please Provide the Following Information Required by State:			
							Operating Expense (ORG)					Training	Competitive Bid (multiple bid)	Non-Competitive (single bid)		Sole Source (non bid)	Invoice, Check, SAM, Other Purchasing Documents as Required	PDF of Bank Statement (if check or other proof of payment is not available). Only One pdf per Month.	Training Reporting Form Feedback #	No. of Trainee(s)	Attach pdf State Sponsored Training Reporting Form with Email from CalOES, and Signature sheet (if applicable)
							Consultant/Contractor Fee	Communications Services	Rental/lease space costs	Supplies	Travel						PDF of Bank Statement				
												NO	YES	NO	YES	see July					
												NO	YES	NO	NO	see August					
												NO	YES	NO	YES	see September					
												NO	YES	NO	NO	see October					
												NO	YES	NO	YES	see November					
												NO	YES	NO	NO	see December					
												NO	YES	NO	YES	see January					
												NO	YES	NO	NO	see February					
												NO	YES	NO	YES	see March					
<b>TOTAL</b>							0.00	0.00	0.00	0.00	0.00	0.00									

20__ EMPG STATEMENT OF EXPENDITURES																			
DMA Area :																			
Solution Areas: <b>Organization (Operating Expense) and Equipment</b>																			
Months Included in this Quarter: July, August, September 20__																			
<b>Entered by DMA</b>																			
Project Alpha(e,q, A, B)	Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount Paid					Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")			Is Purchase Document Required According to your Purchasing Policy?	Attach in the Corresponding Columns the Following pdf Files:		When Claiming for an Equipment Activity, Please complete the "Equipment Inventory" Tab in this file.	
							Operating Expense (ORG)					Equipment	Competitive Bid (multiple bid)	Non-Competitive (single bid)		Sole Source (non bid)	Invoice, Check, SAM, Other Purchasing Documents as Required		PDF of Bank Statement (if check or other proof of payment is not available). <b>Only One pdf per Month.</b>
							Consultant/Contractor Fee	Communications Services	Rental/lease space costs	Supplies	Travel								
												NO	YES	NO	YES		see July		
												NO	YES	NO	NO		see August		
												NO	YES	NO	YES		see September		
												NO	YES	NO	NO		see October		
												NO	YES	NO	YES		see November		
												NO	YES	NO	NO		see December		
												NO	YES	NO	YES		see January		
												NO	YES	NO	NO		see February		
												NO	YES	NO	YES		see March		
<b>TOTAL</b>							0.00	0.00	0.00	0.00	0.00	0.00							





20__ EMPG STATEMENT OF EXPENDITURES																					
DMA Area :																					
Solution Areas: <b>Organization (Operating Expense) and Exercise</b>																					
Months Included in this Quarter: July, August, September 20__																					
<b>Entered by DMA</b>																					
Project Alpha (e.g. A, B)	Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount Paid					Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")			Is Purchase Document Required According to your Purchasing Policy?	Attach in the Corresponding Columns the Following pdf Files:		When Claiming an Exercise Activity, Please Provide the Following Information Required by State:			
							Operating Expense (ORG)					Exercise	Competitive Bid (multiple bid)	Non-Competitive (single bid)		Sole Source (non bid)	Invoice, Check, SAM, Other Purchasing Documents as Required	PDF of Bank Statement (if check or other proof of payment is not available, only One pdf per Month)	Date of Exercise	No. of Participants	Attach proof of State Approval of After Action Report or Improvement Plan (AAR or IP), and Sign-in sheets (if applicable)
							Consultant/Contractor Fee	Communications Services	Rental/lease space costs	Supplies	Travel					PDF of Bank Statement					
												NO	YES	NO	YES	see July					
												NO	YES	NO	NO	see August					
												NO	YES	NO	YES	see September					
												NO	YES	NO	NO	see October					
												NO	YES	NO	YES	see November					
												NO	YES	NO	NO	see December					
												NO	YES	NO	YES	see January					
												NO	YES	NO	NO	see February					
												NO	YES	NO	YES	see March					
<b>TOTAL</b>							0.00	0.00	0.00	0.00	0.00	0.00									

20__ EMPG STATEMENT OF EXPENDITURES																				
DMA Area :																				
Solution Areas: MATCH Salary and Employee Benefits																				
Months Included in this Quarter: July, August, September 20__																				
Entered by DMA											Entered by Shared Services Division									
Project Alpha (e.g. A, B)	Name	City Name	Purpose	Dates of Payroll Period	Invoice No. and Check No. (if applicable)	Total Project Hours	Salary/hr.	Amount of Salary submitted (ESC)	Amount of Benefit submitted (ESC)	Amount of Salary submitted (Volunteers)	Total Salary and Benefits	PAYROLL DOCUMENTATION (whichever is applicable)				Documents Submitted by Area	Is Expenditure Ready?	Amount Ready		SSD Comments
												PDF of Activity Log	PDF of Salary Certification	PDF Copy of Signed/Approved/ Timecard, Statement of Earnings (Pay Stub)	PDF of Bank Statement (if check or other proof of payment is not available)			Salaries ESC	Salaries Volunteers	
														see July						
														see August						
														see September						
														see October						
														see November						
														see December						
<b>Total Salary &amp; Employee Benefits</b>						<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>						<b>0,00</b>	<b>0,00</b>		

## Subrecipient Monitoring Instrument

### County of Los Angeles Emergency Management Performance Grant Program Monitoring Reports

#### A. FINANCIAL REPORTING REQUIREMENTS

##### Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Emergency Management Performance Grant.

Verification	Yes	No	Comment
1. Was a Single Audit completed for the Grant Year?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period?			
3. Did the Single Audit(s) identify findings related to the Emergency Management Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

#### B. TRAINING

##### Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors.

Verification	Yes	No	Comment
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a) Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Training:			
a) Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b) Did the Subrecipient appropriately document the backfill expenditures using employee timecards, sign-in sheets?			
c) Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were the employee timecards utilized in Training activities signed and dated by a direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			

<p>10. Ensure that Subrecipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:</p>			
<p>a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.</p>			
<p>b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.</p>			

**C. PLANNING**

**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies.

Verification	Yes	No	Comment
<p>1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.</p>			
<p>2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?</p>			
<p>3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?</p>			
<p>4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?</p>			
<p>5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?</p>			
<p>6. For Project with overtime expenditures for planning:</p>			

a) Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for planning:			
a) Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b) Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c) Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure that Subrecipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

**D. EQUIPMENT**

**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project’s goals and objectives.

Verification	Yes	No	Comment
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the Federal "Authorized Equipment List" (AEL) and/or "Standardized Equipment List?"			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a) Description of Equipment			
b) Serial Number or other identification number			
c) AEL No.			
d) Fund/source/Grant year			
e) Title holder			
f) 100 percent of Federal participation. If no, then identify percentage.			
g) Acquisition date			
h) Acquisition cost			
i) Quantity			
j) Equipment location			
k) Use and Condition of equipment			
l) Disposition data and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of equipment purchased with Cal OES grant funds <u>at least</u> once every two years?			
7. Was the equipment physically inspected to ensure:			

a) The equipment existed and agreed to inventory listing.			
b) The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain the Equipment in a secure location?			
9. For property other than equipment i.e., supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used solely for authorized purposes?			
10. For Equipment disposal, if any:			
a) Was the disposition consistent with federal regulations?			
b) What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with the State approved grant award and/or post award modification(s)?			
13. Ensure that Subrecipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

**E. EXERCISES****Objective**

To determine that the Exercise expenditures were appropriately documented, and the activities align with project goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure.

<b>Verification</b>	<b>Yes</b>	<b>No</b>	<b>Comment</b>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, then continue. If no, continue to next section.			
2. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
3. If the Exercise expenditures related to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
5. For Projects with overtime expenditures for Exercise:			
a) Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c) Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
6. For Project with backfill expenditures for Exercise:			
a) Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b) Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

7. Were the employee timecards utilized in exercise activities signed and dated by a direct supervisor?			
8. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
9. Did the Subrecipient complete and submit an After Action Report (AAR) / Improvement Plan (IP) to the State within 90 days after the exercise was conducted?			
10. Ensure that Subrecipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a) If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b) If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

## F. ORGANIZATION

### Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies.

Verification	Yes	No	Comment
1. Did the Subrecipient receive funding for Organization expenditures? If yes, then continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient			

follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a) Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
6. For Projects with backfill expenditures for Organization:			
a) Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b) Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were the employee timecards, utilized in Organization activities signed and dated by a direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that Subrecipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			