

***Emergency Management Performance Grant
Subrecipient Agreement
Grant Year 2022***

***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 I 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 2022 EMPG Program, Federal Award Identification No. 037-00000, Federal Award dated October 14, 2022 with a performance period of July 1, 2022 through June 30, 2024. 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 2022 EMPG grant from Cal OES in the total amount of \$2,711,522 with a dollar funding Match Requirement as specified under §C of the 2022 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 2022 EMPG grant funds to the Subrecipient in the amount of \$97,150.00, 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 March 7, 2023 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 2990 Redondo Ave., Long Beach, CA 90806

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

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

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

2. The representative of Subrecipient is:

Name and Title:	Reginald Harrison, Director
Organizational UEI #	City of Long Beach, RXK8HCFVLS49
Address:	2990 Redondo Ave.
City/State/Zip:	Long Beach, CA 90806
Phone:	562-570-9250
Email:	reginald.harrison@longbeach.gov

With a copy to:

Name and Title:	Suzan Simaan, Administrative Analyst
Organization	City of Long Beach, DPEC
Address:	2990 Redondo Ave.
City/State/Zip:	Long Beach, CA 90806
Phone:	562-570-9252
Email:	suzan.simaan@longbeach.gov

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular

U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five 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, 2022 through April 30, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative for the 2022 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 15th day of each month following the end of the quarter, with the exception of April 2024 through June 2024 quarter which is due April 30, 2024, 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 2022 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 2022 EMPG can be found at Title 2 C.F.R. Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

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

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. Part 200.313 For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00 acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with EMPG funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within 10 business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2 C.F.R. Part 200.313 (d) (1).

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State, Federal, or County of Los Angeles auditors/monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above and provide to the County of Los Angeles when requested.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit - 2022 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 2022 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 2022 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 2022 EMPG, Notice of Funding Opportunity.
 - O. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2022 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 \$97,150.00 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 \$97,150.00 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 2022 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 §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of any Claim Reimbursement Request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient

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

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

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

§409. Conflict of Interest

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

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

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

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

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. C.F.R.

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

- 2. Single Audit Act

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

- 3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person

with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of

the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

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

under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 C.F.R. Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

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 2022 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 2022 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 26 pages and nine Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
OSCAR VALDEZ
Interim Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

DISASTER MANAGEMENT AREA F

BY _____ LINDA F. TATUM 5/19/2023
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

_____ THE CITY CHARTER.
TO SECTION 301 OF
EXECUTED PURSUANT
BY _____ ANTONIO D. SANCHEZ MAY 10, 2023
City Attorney (Signature - If Needed) (Print Name) Date
DEPUTY CITY ATTORNEY

ATTEST

BY _____ 5/26/23
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 BABAA Certification
- Exhibit F Certification of Standard Assurances
- Exhibit G Final Grant Award Letter and Project Worksheet(s)
- Exhibit H 2022 Notice of Funding Opportunity
- Exhibit I 2022 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

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

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

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

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

City of Long Beach

CONTRACTOR/BORROWER/AGENCY

[REDACTED]

SIGNATURE

DATE

APPROVED AS TO FORM

MAY 10, 2023

DAWN MCINTOSH, City Attorney

By

ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

INSTRUCTIONS FOR CERTIFICATION

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

APPROVED AS TO FORM
MAY 10 2023
DAWN MCINTOSH, City Attorney
By: [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

EXHIBIT C

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME: City of Long Beach

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.

LINDA F. TATUM
OFFICIAL'S NAME

5/19/2023
DATE EXECUTED

Los Angeles
EXECUTED IN THE COUNTY OF

EXECUTED IN THE COUNTY OF

CONTRACTOR OR RECIPIENT SIGNATURE

ASST CITY MANAGER
TITLE

TITLE

95-6000733
FEDERAL I.D. NUMBER

FEDERAL I.D. NUMBER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

STATEMENT ON THE DRUG-FREE WORKPLACE

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

(*your agency*)

accordingly provides this statement of compliance.

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

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

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

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

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

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

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



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

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

Subrecipient: City of Long Beach

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: LINDA F. INYON

Title: ASST CITY MANAGER Date: 5/19/2023

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM
MAY 10, 2023
DAWN MCINTOSH, City Attorney
By [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

Initials lt

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

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

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

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

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

APPROVED AS TO FORM
MAY 10, 2023
DAWN MCINTOSH, City Attorney
By Arturo D. Sanchez
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

EXHIBIT D

Cal OES 2-232
Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: City of Long Beach, 2990 Redondo Ave., Long Beach, CA 90806 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of LA Chief Executive Office 500 W. Temple St. Rm B-79-2 Los Angeles, CA 90012 Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: Emergency Management Performance Grant CFDA Number, if applicable: 97.042		
8. Federal Action Number, if known:			9. Award Amount, if known: \$97,150		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)		
11. Amount of Payment (check all that apply) : _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="radio"/> Yes <input type="radio"/> No					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: _____ Name: _____ Title: <u>ASST CITY MANAGER</u> Telephone: _____ Date: <u>5/19/2023</u> (area code)	
Federal Use Only:				Authorized for Local Reproduction Standard Form - LLL	

DISCLOSURE OF LOBBYING ACTIVITIES **CONCONTINUATION SHEET**

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

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 City of Long Beach 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, City of Long Beach 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

LINDA F. TATUM, ASST CITY MANAGER

Name and Title of [Contractor's or Subcontractor's] Authorized Official

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
MAY 10, 2023
DAWN MCINTOSH, City Attorney
By [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

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

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: City of Long Beach

Signature of Authorized Agent: [Redacted Signature]

Printed Name of Authorized Agent: LINDA F. TATUM

Title: ASST CITY MANAGER Date: 5/19/2023

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
MAY 10, 2023
DAWN MCINTOSH, City Attorney
By: [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

GAVIN NEWSOM
GOVERNOR



MARK S. GHILARDUCCI
DIRECTOR

October 14, 2022

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2022 Emergency Management Performance Grant
Program (EMPG)
Subaward #2022-0005, Cal OES ID#037-00000
Subaward Performance Period: July 1, 2022, to June 30, 2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 EMPG subaward in the amount of \$2,711,522.

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

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



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

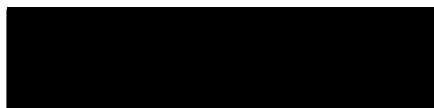
Fesia A. Davenport
October 14, 2022
Page 2 of 2

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

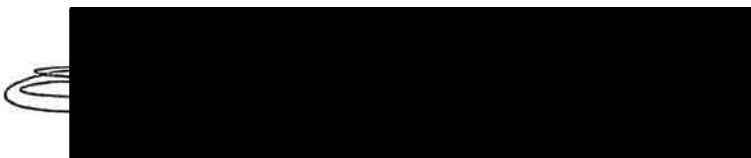
Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward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

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

Sincerely,



MARK S. GHILARDUCCI
Director



Fesia A. Davenport
Los Angeles County

11/3/2022

Date

PROJECT LEDGER

Disaster Management Area F
 2022 Emergency Management Performance Grant (EMPG)
 Cal OES ID: 037-00000
 Grant #: 2022-0005

Ledger Type	Initial Application
POP Start Date	7/1/2022
POP End Date	6/30/2024

Project	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
D	Area F - Equipment	EMPG	EMG	Equipment	\$ 48,575
D	Area F - Equipment	EMPG	EMG	Equipment	\$ 48,575

Totals \$ 97,150

EQUIPMENT											
Disaster Management Area F 2022 Emergency Management Performance Grant (EMPG) Cal OES ID: 037-00000 Grant #: 2022-0005											
Ledger Type		Initial Application									
POP Start Date		7/1/2022									
POP End Date		6/30/2024									
Project	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Compliance	Funding Source	Discipline	Solution Area Sub Category	Deployed Location	Noncompetitive Procurement over \$250K	Held Trigger	Budgeted Cost
D	Area F - Microsoft Pro Surface Keyboard (5); Microsoft Bluetooth Mouse (5); Sahara Case Tablet Stand (10); Ergonomic Office Chair (20); Wireless Handheld Microphone System (2); Wireless Lapel Microphone System (4); Rane EXP 1x Expander (2)	21GN-00-OCEQ; 21GN-00-SHIP; 21GN-00-STAX	Equipment and Supplies, Information/Emergency Operations/Fuel Centers, Shipping, Sales Tax	N/A	EMPG	EMG	21 - Other Authorized Equipment		No	N/A	\$ 48,575
D	Area F - Microsoft License Upgrades (40); Adobe Acrobat Pro License (40); Dell 32" Curved Monitor (35); Apple 10.2-inch 64GB iPad (5); Microsoft Surface Pro 8GB (5); LED Video Wall (1)	D4AP-11-SAAS; 04HW-01-INHW; 04MD-03-DISP	Applications, Software as a Service; Hardware; Computer; Integrated; Display, Video	N/A	EMPG	EMG	04 - Information Technology		No	N/A	\$ 48,575

[illegible]

Ledger Type	Initial Application
POF Start Date	7/1/2022
POF End Date	6/30/2024

[illegible]

CONSULTANT - CONTRACTOR

Disaster Management Area F
 2022 Emergency Management Performance Grant (EMPG)
 Cal OES ID: 037-00000
 Grant #: 2022-0005

Ledger Type	Initial Application
POP Start Date	7/1/2022
POP End Date	6/30/2024

Project	Consulting Firm/ Consultant Name	Project/Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Noncompetitive Procurement over \$250K	Hold Trigger	Approval Date	Period of Expenditure	Total Cost Charged to Grant
											\$

PERSONNEL

Disaster Management Area F
 2022 Emergency Management Performance Grant (EMPG)
 Cal OES ID: 037-00000
 Grant #: 2022-0005

Ledger Type	Initial Application
POP Start Date	7/1/2022
POP End Date	6/30/2024

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

MATCH

Disaster Management Area F
2022 Emergency Management Performance Grant (EMPG)
 Col OES ID: 037-00000
 Grant #: 2022-0005

Ledger Type	Initial Application
POP Start Date	7/1/2022
POP End Date	6/30/2024

Project	Project Title	Match Description	Discipline	Solution Area	Solution Area Sub-Category	Type of Match	Total Budgeted Match
D	Area F - Equipment	Project D is 100% in-kind match from city staff EM time donated to Area F	EMG	Organization	Staffing	In-Kind Match	\$ 97,150

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program

Release Date: Apr 13, 2022

[Download a PDF copy of this webpage.](#)

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in SAM.gov prior to the April 4 date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that Entity as part of the SAM.gov registration process.

Unique Entity Identifier registration information is available on GSA.gov at: [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at: <https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in Section D of this NOFO.

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2. Assistance Listings Number



FEMA

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4. Funding Opportunity Title
5. Funding Opportunity Number
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7. Appropriation Authority for Program
8. Announcement Type
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1. Available Funding for the NOFO: \$405.1 million (\$355.1 million through the *Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103; \$50 million in supplemental funding through the *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021))
2. Period of Performance: 36 months
3. Projected Period of Performance Start Date(s): October 1, 2021
4. Projected Period of Performance End Date(s): September 30, 2024
5. Funding Instrument Type: Grant

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A. Program Description

1. Issued By

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

2. Assistance Listings Number



FEMA

97.042

3. Assistance Listings Title

Emergency Management Performance Grant (EMPG) Program

4. Funding Opportunity Title

Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program

5. Funding Opportunity Number**FY 2022 EMPG Program****NOFO Number**

Region I

DHS-22-GPD-042-01-01

Region II

DHS-22-GPD-042-02-01

Region III

DHS-22-GPD-042-03-01

Region IV

DHS-22-GPD-042-04-01

Region V

DHS-22-GPD-042-05-01

Region VI

DHS-22-GPD-042-06-01

Region VII

DHS-22-GPD-042-07-01



Region VIII	DHS-22-GPD-042-08-01
Region IX	DHS-22-GPD-042-09-01
Region X	DHS-22-GPD-042-10-01

6. Authorizing Authority for Program

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

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103); *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021)

8. Announcement Type

Initial

9. Program Category

Preparedness: Emergency Management

10. Program Overview, Objectives, and Priorities



FEMA

a. Overview

The Fiscal Year (FY) 2022 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. Among the goals noted in the DHS Strategic Plan, 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

These 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 2022 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.

b. Objectives

The primary objective of the FY 2022 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. To that end, program objectives include: 1) closing capability gaps that are identified in the



state or territory's most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources (see *Priorities* section below). DHS/FEMA requires EMPG Program recipients to complete a THIRA/SPR. Find additional information on the THIRA/SPR process, including other NPS tools and resources.

c. *Priorities*

All EMPG Program applicants are required to develop and submit a Work Plan as described in the "EMPG Program Work Plan" section of the Preparedness Grants Manual, Appendix H (FY 2022 Update). 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. 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 2022 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 2022, 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 consider the following national priorities, which correspond directly to the 2022-2026 FEMA Strategic Plan:

- Equity
- Climate Resilience
- Readiness

These priorities are further described below.



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.**

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 should be factored into all FY 2022 EMPG Program-funded investments across all national priority areas. This will be a requirement for FY 2023.

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 and local levels need to make 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, the Agency 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 2023.

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, 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 support to 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. **The only mandate stemming from these national priorities is the requirement for all EMPG Program recipients to develop and maintain a Distribution Management (DM) Plan as an annex to their existing Emergency Operations Plan (EOP).** See the Logistics Planning section of the Preparedness Grants Manual, Appendix H (FY 2022 Update) for additional details on this requirement.

New for FY 2022, 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). 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 Preparedness Grants Manual, Appendix H (FY 2022 Update) for more information about the requirements for addressing these priorities in the EMPG Program Work Plan submission.

Table 1 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. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual, Appendix H (FY 2022 Update).

National Priority Area	Associated Core Capabilities	Examples of Allowable Activities
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Equity	Health and Social Services	Employment of planners to identify, assess, and understand the unique threats, vulnerabilities, inequities and needs of underserved, at-risk communities
	Mass Care Services	
	Public Health, Healthcare and Emergency Medical Services	Update of Emergency Operations Plans (EOPs) and other deliberate plans as necessary to ensure the needs of underserved, at-risk communities are adequately addressed in those plans
	Housing	
	Logistics and Supply Chain Management	Providing 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, and recovery
	Critical Transportation	
	Public Information and Warning	
	Community Resilience	Purchasing 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
	Economic Recovery	
	Planning	
	Long-Term Vulnerability Reduction	Purchasing 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
	Risk and Disaster Resilience Assessment	
	Threats and Hazards Identification	


FEMA

Climate Resilience	Community Resilience	Development/updating of 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)
	Infrastructure Systems	
	Long-Term Vulnerability Reduction	Establishment of climate or resiliency positions within emergency management offices to assess climate related risks, develop mitigation strategies, and support updating of EOPs
	Planning	
	Risk and Disaster Resilience Assessment	Development of evacuation plans in accordance with climate exacerbated risk (e.g., mass evacuation during catastrophic fast-moving events, like wildfires)
	Threats and Hazards Identification	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, etc.)
		Development of climate literacy plans to enable communities to understand and prepare for their climate-related risks
		Conducting 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



Readiness: Catastrophic Disaster Housing	Housing	Development of state-led disaster housing task force plan
	Planning	
	Situational Assessment	Establishment of State Disaster Recovery Coordinator
	Infrastructure Systems	Completion of State Housing Strategy template Assessment of accessible housing needs, including the unique risks and needs of underserved communities

Readiness: Disaster Financial Management	Planning	Development of plan for the sequencing of federal, nonprofit, and state disaster programs
	Risk Management for Protection Programs and Activities	Development of Disaster Financial Management Plan
	Risk and Disaster Resilience Assessment	
	Community Resilience	
	Economic Recovery	



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Readiness:
Evacuation
Plan/Annex

Planning

Risk Management
for Protection
Programs and
Activities

Risk and Disaster
Resilience
Assessment

Threats and
Hazards
Identification

Operational
Coordination

Long-Term
Vulnerability
Reduction

Critical
Transportation

Infrastructure
Systems

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

Development/updating of evacuation plans

Improvement of evacuation capabilities, such transportation systems to support contraflow lanes

Conducting evacuation training and exercises

Development of public awareness campaigns support evacuation plans

(See Planning Considerations: Evacuation and Shelter-in-Place for additional guidance)



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Readiness:

Logistics –
Distribution
Management
Planning

Logistics and
Supply Chain
Management

Supply Chain
Integrity and
Security

Development/Updating of a Distribution
Management Plan which addresses:

State/local staging site plans

State/local commodity point of distribution
site plans

Staging and Point of Distribution staffing
strategies/plans

Transportation strategies/plans

Resource sourcing strategies/plans

Provision of critical emergency supplies for
underserved communities



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Readiness: Resilient Communications	Operational Communications	Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plans, and Standard Operating Procedures that address continuity and recovery of emergency communication systems
	Planning	
	Public Information and Warning	
	Operational Coordination	Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks
	Intelligence and Information Sharing	Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications
	Cybersecurity	
	Physical Protective Measures	
	Long-Term Vulnerability Reduction	Physical hardening of infrastructure systems and support emergency communications
	Risk and Disaster Resilience Assessment	
	Threats and Hazards Identification	
	Infrastructure Systems	

11. Performance Measures

Performance metrics for this program are as follows:



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- 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, After Action Reports, Audit/Monitoring Findings, 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: \$405.1 million

(\$355.1 million through the *Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103; \$50 million in supplemental funding through the *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021))

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 percent 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 percent 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. FEMA will also make available \$100,000 in total from the Disaster Relief Fund for the Federated States of Micronesia and 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* (Pub. L. No. 108-188).

FY 2022 EMPG Program Full-Year and Supplemental Allocations

State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
Alabama	\$824,837	\$5,856,344	\$6,681,181
Alaska	\$440,662	\$3,128,703	\$3,569,365
Arizona	\$1,015,293	\$7,208,581	\$8,223,874
Arkansas	\$644,630	\$4,576,872	\$5,221,502
California	\$3,914,967	\$27,796,238	\$31,711,205
Colorado	\$891,936	\$6,332,746	\$7,224,682
Connecticut	\$697,850	\$4,954,734	\$5,652,584



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State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
Delaware	\$463,633	\$3,291,792	\$3,755,425
District of Columbia	\$436,737	\$3,100,831	\$3,537,568
Florida	\$2,303,372	\$16,353,939	\$18,657,311
Georgia	\$1,334,066	\$9,471,868	\$10,805,934
Hawaii	\$505,294	\$3,587,590	\$4,092,884
Idaho	\$539,660	\$3,831,587	\$4,371,247
Illinois	\$1,522,138	\$10,807,181	\$12,329,319
Indiana	\$982,527	\$6,975,938	\$7,958,465
Iowa	\$660,642	\$4,690,560	\$5,351,202


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State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
Kansas	\$638,036	\$4,530,058	\$5,168,094
Kentucky	\$778,420	\$5,526,779	\$6,305,199
Louisiana	\$792,021	\$5,623,352	\$6,415,373
Maine	\$496,976	\$3,528,527	\$4,025,503
Maryland	\$928,063	\$6,589,250	\$7,517,313
Massachusetts	\$1,004,407	\$7,131,292	\$8,135,699
Michigan	\$1,277,250	\$9,068,478	\$10,345,728
Minnesota	\$885,918	\$6,290,016	\$7,175,934
Mississippi	\$640,131	\$4,544,932	\$5,185,063


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State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
Missouri	\$926,066	\$6,575,068	\$7,501,134
Montana	\$472,074	\$3,351,722	\$3,823,796
Nebraska	\$550,619	\$3,909,393	\$4,460,012
Nevada	\$652,964	\$4,636,047	\$5,289,011
New Hampshire	\$498,334	\$3,538,170	\$4,036,504
New Jersey	\$1,206,669	\$8,567,347	\$9,774,016
New Mexico	\$564,587	\$4,008,571	\$4,573,158
New York	\$2,183,672	\$15,504,071	\$17,687,743
North Carolina	\$1,309,666	\$9,298,631	\$10,608,297


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State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
North Dakota	\$444,754	\$3,157,756	\$3,602,510
Ohio	\$1,431,436	\$10,163,197	\$11,594,633
Oklahoma	\$729,491	\$5,179,390	\$5,908,881
Oregon	\$754,373	\$5,356,048	\$6,110,421
Pennsylvania	\$1,539,167	\$10,928,083	\$12,467,250
Rhode Island	\$473,251	\$3,360,084	\$3,833,335
South Carolina	\$833,266	\$5,916,191	\$6,749,457
South Dakota	\$454,386	\$3,226,138	\$3,680,524
Tennessee	\$993,746	\$7,055,597	\$8,049,343


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State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
Texas	\$2,984,475	\$21,189,774	\$24,174,249
Utah	\$667,917	\$4,742,208	\$5,410,125
Vermont	\$432,576	\$3,071,292	\$3,503,868
Virginia	\$1,147,792	\$8,149,322	\$9,297,114
Washington	\$1,064,874	\$7,560,609	\$8,625,483
West Virginia	\$535,596	\$3,802,733	\$4,338,329
Wisconsin	\$902,680	\$6,409,031	\$7,311,711
Wyoming	\$426,647	\$3,029,194	\$3,455,841
Puerto Rico	\$669,193	\$4,751,271	\$5,420,464

State/Territory	FY 2022 Supplemental Allocation	FY 2022 Full-Year Allocation	Total Allocation
U.S. Virgin Islands	\$132,802	\$942,897	\$1,075,699
American Samoa	\$129,451	\$919,100	\$1,048,551
Guam	\$138,773	\$985,291	\$1,124,064
Northern Mariana Islands	\$129,237	\$917,586	\$1,046,823
Republic of the Marshall Islands	\$0	\$50,000	\$50,000
Federated States of Micronesia	\$0	\$50,000	\$50,000
Total	\$50,000,000	\$355,100,000	\$405,100,000

2. Period of Performance: 36 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the Preparedness Grants Manual. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual at a future date, which will include Appendix H (FY



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2022 Update), and apply to the use of FY 2022 EMPG Program funds.

FEMA awards under this program only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

3. Projected Period of Performance Start Date(s): October 1, 2021

4. Projected Period of Performance End Date(s): September 30, 2024

5. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

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

2. Applicant Eligibility Criteria

All 56 states and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia (collectively “state or territory”), are eligible to apply for FY 2022 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*



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contractors of the recipient are not permitted to be the AOR of the recipient.

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website.

Relatedly, FY 2022 EMPG Program recipients are encouraged to use EMPG Program funds to support National Qualifications System (NQS) implementation efforts. As a post-award requirement, all recipients in the 50 states as well as the District of Columbia must begin NQS implementation efforts in FY22 while all other jurisdictions, including territories and FY 2022 EMPG Program subrecipients, are encouraged to begin planning for implementation.

Please see the Preparedness Grants Manual, Appendix H (FY 2022 Update) for more information on NIMS and NQS implementation requirements.

b. 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 Federated States of Micronesia, the Republic of the Marshall Islands, and the Commonwealth of the Northern Mariana Islands, which are not currently subject to these requirements. All assets supported in part or entirely with FY 2022 EMPG Program funding must, where applicable, be readily deployable to support emergency or disaster operations per existing EMAC agreements.

4. Cost Share or Match

The FY 2022 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 Federated States of Micronesia and the Republic of the Marshall Islands.

See the Preparedness Grants Manual, Appendix H (FY 2022 Update) for additional cost share/match guidance. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

D. Application and Submission Information



1. Key Dates and Times

a. Application Start Date: April 13, 2022

b. Application Submission Deadline: June 13, 2022 at 5 p.m. ET

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

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

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

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



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Monday through Friday, 9 a.m. – 5 p.m. ET.

c. Anticipated Funding Selection Date: No later than June 30, 2022

d. Anticipated Award Date: No later than September 30, 2022

e. Other Key Dates:

Event	Suggested Deadline for Completion
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 in Grants.gov	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline



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Event	Suggested Deadline for Completion
Submitting the final application in <i>FEMA's ND Grants</i> .	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

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

3. Address to Request Application Package

See the Preparedness Grants Manual for requesting and submitting an application. For purposes of FY 2022 EMPG Program applications, please refer to the FY 2021 version of the Preparedness Grants Manual for general application instructions as well as the Preparedness Grants Manual, Appendix H (FY 2022 Update) for EMPG Program-specific instructions. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

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

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



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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 Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in [Grants.gov](https://grants.gov);
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. Submit the final application in ND Grants, including electronically signing applicable forms; and
11. Continue to maintain an active SAM registration with current information at all times during which 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 receiving a UEI number, if applicable, and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

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

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

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual. For purposes of FY 2022 EMPG Program applications, please refer to the FY 2021 version of the Preparedness Grants Manual for general application instructions as well as the Preparedness Grants Manual, Appendix H (FY 2022 Update) for EMPG Program-specific instructions; FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.



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

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

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

In [Grants.gov](#), applicants need to submit the following forms:

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

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#). For purposes of FY 2022 EMPG Program applications, please refer to the FY 2021 version of the Preparedness Grants Manual for general application instructions as well as the [Preparedness Grants Manual, Appendix H \(FY 2022 Update\)](#) for EMPG Program-specific instructions; FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

8. Submitting the Final Application in ND Grants

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

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. The ND Grants Service Desk is available Monday through Friday, 9 a.m. – 6 p.m. ET. [See step-by-step directions on using the ND Grants system and other guides.](#)



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

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

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by 5 p.m. ET on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

Applicants who experience system-related issues will be addressed until 3 p.m. 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

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The SFs are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants.

Applicants may also access the SFs at

<https://www.grants.gov/web/grants/forms/sf-424-family.html>.

i. Grants.Gov

- SF-424, Application for Federal Assistance, initial application submitted through Grants.gov
- [Grants.gov](#) Lobbying Form, Certification Regarding Lobbying, submitted through Grants.gov

ii. ND Grants

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



alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

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

b. Program-Specific Required Forms and Information

The following program-specific information is required to be submitted as part of the FY 2022 EMPG Program application: EMPG Program Work Plan.

I. EMPG Program Work Plan Instructions

All EMPG Program applicants must develop and submit a Work Plan as described in the "EMPG Program Work Plan" section of the Preparedness Grants Manual, Appendix H (FY 2022 Update). All EMPG Program Work Plans will 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 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 2022 EMPG Program Work Plan Template provided in the Preparedness Grants Manual, Appendix H (FY 2022 Update) to submit a required Work Plan that outlines the state's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG Program period of performance. This document is also located in the Related Documents tab of the Grants.gov EMPG Program posting.

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 Preparedness Grants Manual, Appendix H (FY 2022 Update) for additional information on the Work Plan requirements. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

11. Intergovernmental Review

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

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

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, 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 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, Appendix H (FY 2022 Update) for more information on funding restrictions and allowable costs specific to the EMPG Program. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY



2022 Update), and apply to the use of FY 2022 EMPG Program funds.

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

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute—as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors—prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1, or superseding document.

Additional guidance is available Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

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

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services



FEMA

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual, including Preparedness Grants Manual, Appendix H (FY 2022 Update). FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

ii. Definitions

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

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

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

b. Pre-Award Costs



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

c. Management and Administration (M&A) Costs

M&A costs are allowed for both state or territory and local-level EMAs. A state 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.

M&A costs and activities are not operational costs; they are those costs and activities incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. They are directly related to managing and administering the award, such as financial management, 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. See Preparedness Grants Manual, Appendix H (FY 2022 Update) for additional guidance on M&A costs. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

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

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost



rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Program Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. 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, FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

1. Planning

Planning costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

2. Organization

Organization costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

3. Equipment

Equipment costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

4. Training

Training costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).



5. Exercises

Exercise costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

6. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update). International travel is not an allowable cost under this program unless approved in advance by FEMA.

7. Construction and Renovation

Construction and renovation costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

8. Operational Overtime

Operational overtime costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual, Appendix H (FY 2022 Update).

9. Maintenance and Sustainment

Funding may be used to sustain programs that help achieve core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Response Mission Area of the Goal, and fusion centers.

For additional details on the use of funds for maintenance and sustainment costs, please refer to the Preparedness Grants Manual, Appendix H (FY 2022 Update).

E. Application Review Information

1. Application Evaluation Criteria



a. Programmatic Criteria

Please see the Preparedness Grants Manual, Appendix H (FY 2022 Update) for information on Application Evaluation Criteria.

b. Financial Integrity Criteria

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

Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory or other requirements.

c. Supplemental Financial Integrity Criteria and Review

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

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

Recipients must comply with all administrative requirements described herein?including the submission of the Work Plan and other application materials as required. The following process will be used to make awards for the 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 2022 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



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- 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 update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds. Once the full FY 2022 version of the Preparedness Grants Manual is issued, by drawing down funds or carrying out work under an FY 2022 EMPG Program award, recipients are agreeing to comply with the terms and conditions of the full FY 2022 version of the Preparedness Grants Manual.

2. Pass-Through Requirements

Each state or territory shall obligate 100 percent 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
- NIMS Implementation
- SAFECOM Guidance on Emergency Communications Grants

FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

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.



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Recipients must complete the DHS Civil Rights Evaluation Tool (<https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>) within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at <https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance> and <https://www.fema.gov/about/offices/equal-rights>.

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

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

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, including the Preparedness Grants Manual, Appendix H (FY 2022 Update) for information on reporting requirements. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must



respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual, including the Preparedness Grants Manual, Appendix H (FY 2022 Update) for information on monitoring and oversight. FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned Regional Program Analysts for the EMPG Program. If you do not know your Regional Program Analyst, reference <https://www.fema.gov/fema-regional-contacts> or contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

b. Centralized Scheduling and Information Desk (CSID)

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

c. Grant Programs Directorate (GPD) Award Administration Division

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



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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 <https://www.fema.gov/fema-regional-contacts>.

e. Equal Rights

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

f. Environmental Planning and Historic Preservation

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

2. Systems Information

a. Grants.gov

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

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through



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Friday, 9 a.m. – 6 p.m. ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>

c. Payment and Reporting System (PARS)

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

H. Additional Information

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

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



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FEMA will update and publish the full FY 2022 version of the Preparedness Grants Manual at a future date, which will include Appendix H (FY 2022 Update), and apply to the use of FY 2022 EMPG Program funds.

1. Termination Provisions

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

a. Noncompliance

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

b. With the Consent of the Recipient

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

c. Notification by the Recipient



FEMA

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

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

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





Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

FY 2022 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

Subrecipient:	
Subaward Number: EMPG:	Total Awarded Amount: \$
Subaward Period of Performance: 7/1/2022 to 6/30/2024	Point of Contact Info: Name: Phone: Email:
Reporting Period: Select quarter range from dropdown	
Date of Report: This date must fall after reporting quarter	

Part II: EMPG Grant Activities

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

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



**FY 2022 Emergency Management Performance Grant (EMPG)
Performance Report**

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

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



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

**FY 2022 Emergency Management Performance Grant (EMPG)
Performance Report**

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

Project Letter:
Project Title: Insert project title from FMFW here
Description: Insert project description from FMFW here
Project Status: Choose an item.



**FY 2022 Emergency Management Performance Grant (EMPG)
Performance Report**

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

Q1:

Q2:

Q3:

Q4:

Q5:

Q6:

Q7:

Q8:

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

Project Letter:

Project Title: Insert project title from FMFW here

Description: Insert project description from FMFW here

Project Status: Choose an item.

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

Q1:

Q2:

Q3:



**FY 2022 Emergency Management Performance Grant (EMPG)
Performance Report**

Q4:

Q5:

Q6:

Q7:

Q8:

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

Project Letter:

Project Title: Insert project title from FMFW here

Description: Insert project description from FMFW here

Project Status: Choose an item.

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

Q1:

Q2:

Q3:

Q4:

Q5:

Q6:

Q7:



Cal OES
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OF EMERGENCY SERVICES

**FY 2022 Emergency Management Performance Grant (EMPG)
Performance Report**

Q8:

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

Part III: Personnel Funding Data

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

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

Part IV: Training Data

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

Name of Training	Number of Personnel Trained
	#
	#
	#
	#
	#

Part V: Exercise Data

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

	Exercise 1	Exercise 2	Exercise 3
Name of Exercise	Exercise Name	Exercise Name	Exercise Name
Date of Exercise	Exercise Date	Exercise Date	Exercise Date



FY 2022 Emergency Management Performance Grant (EMPG) Performance Report

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

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												
Employee Name												

Part VII: EMPG Program-Funded Personnel Exercise Record

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

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


Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

FY 2022 Emergency Management Performance Grant (EMPG) Performance Report

Employee Name	Exercise Date	Exercise Date
	Select EMPG Priority	Select EMPG Priority
	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.	Yes	No	N//A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, please explain:			

Part X: Certification of Reported Activities

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

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____

Date: _____



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

EXHIBIT J

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	
		Total Reimbursable Expenditures (Federal Funds Expended)	\$0.00	Total Match Expenditures (Local Sub-recipient Match Expended)	\$0.00
TOTAL SUB-RECIPIENT EXPENDITURES				\$0.00	

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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:

SECTION E: FOR SSD USE ONLY

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

If the Technical Services Section is not available, please contact Patricia Flores at (213) 251-5048, or 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:																			
Months Included in this Quarter:																			
July, August, September 20__																			
Entered by DMA																			
Project Alpha (e.q. 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)			Entered by Shared Services Division									
							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)	Total Project Hours	Documents Submitted by Area	Is Expenditure Ready?	Amount Ready	SSD Comments					
Total Salary & Employee Benefits										0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

[illegible]

20__ EMPG STATEMENT OF EXPENDITURES

DMA Area :

Solution Areas:

Organization (Operating Expense)

this Quarter:

July, August, September 20__

Entered by DMA

[illegible]

20__ EMPG STATEMENT OF EXPENDITURES												
DMA Area : _____												
Solution Areas: _____												
Organization (Operating Expense) and Planning												
Months Included in this Quarter: _____												
July, August, September 20__												
Entered by DMA												
Vendor Name	Purpose	Invoice #	Invoice Date	Period Covered/Service Date	Check #	Amount/Paid				Is Purchase Document Required According to your Purchasing Policy?	When Claiming a Planning Activity, Attach a pdf Copy of Final Deliverable that was Identified in the Grant Award, and Sign-in-sheet (if applicable)	
						Operating Expense (ORG)	Consultant/ Contractor Fee	Administrative Services	Rental/lease space costs			Supplies
Project Alpha (e.g. A, B)						Planning	Competitive Bid (multiple bid)	Non-Competitive Bid (single bid)	Sole Source (non-bid)	Purchase Method Used (Please Use Drop Down Arrow to Indicate "Yes" or "No")	Corresponding Columns to the Following Policies:	When Claiming a Planning Activity, Attach a pdf Copy of Final Deliverable that was Identified in the Grant Award, and Sign-in-sheet (if applicable)
											Invoice, Check, SW, Other Purchasing Documents as Required	PDF of Bank Statement or other proof of payment (if applicable)
												PDF of Bank Statement
												see July
												see August
												see September
												see October
												see November
												see December
												see January
												see February
												see March
TOTAL						0.00	0.00	0.00	0.00	0.00	0.00	

[illegible]

[illegible]

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

[illegible]

[illegible]

Work Order No.
Subrecipient Monitoring Instrument

Attachment D

Subrecipient Monitoring Instrument

PROJECT TITLE

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

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Emergency Management Performance Grant.

Verification

Yes No Comment

1. Was a Single Audit completed for Grant Year 2021-22?
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA)?
3. Did the Single Audit identify findings related to the EMPG Grant? If yes, please continue. If no, please mark N/A and continue to Section B.
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?
6. Did the Subrecipient implement the corrective action plan?

B. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification

Yes **No** **Comments**

1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, go to next section.
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?
3. Did the Subrecipient appropriately document the Training expenditures for staff salaries and employee benefits using employee timecards?
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?
6. For projects with overtime expenditures for Planning:
 - a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?
 - b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?

B. PLANNING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			
11. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Planning expenditure amount? If the match amount is less, please explain.			

C. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification

Yes **No** **Comments**

1. Did the Subrecipient receive funding for Organization expenditures? If yes, continue. If no, go to next section.
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?
5. For projects with overtime expenditures for Organization:
 - a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?
 - b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?
6. For projects with backfill expenditures for Organization:
 - a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?
 - b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?
 - c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?

C. ORGANIZATION (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?				
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:				
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.				
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				
10. Did the Subrecipient report cash or In-kind match? If yes, does the amount match the Organization expenditure amount? If the match amount is less, please explain.				

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

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

D. EQUIPMENT (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Was the Equipment physically inspected to ensure:			
a. The Equipment existed and agreed to inventory listing?			
b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
9. Did the Subrecipient maintain Equipment in a secure location?			
10. For property other than Equipment, i.e., supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
11. For Equipment disposal, if any:			
a. Was the disposition consistent with federal regulations?			
b. What is the status of the proceeds received from the disposal?			
12. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the County/Cal OES, steps to replace the Equipment, and an investigative process?			
13. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
14. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			
15. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Equipment expenditure amount? If the match amount is less, please explain.			

E. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

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

E. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. For projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
9. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
10. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
11. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			
12. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			

F. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification

Yes **No** **Comments**

1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, go to next section.
2. Did the Subrecipient appropriately document the Exercise expenditures by submitting an After Action Report (AAR) to the Homeland Security Exercise and Evaluation Program (HSEEP) for Exercise activities?
3. Did the Subrecipient enter the AAR Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the Exercise?
4. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and feedback number?
5. Did the project require an Environmental and Historic Preservation (EHP) approval? If so, did the Subrecipient receive prior approval from the State before conducting the Exercise?
6. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?
7. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants/contractors?
8. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?

F. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
9. For projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
10. For projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
11. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
12. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			
14. Did the Subrecipient report cash or in-kind match? If yes, does the amount match the Training expenditure amount? If the match amount is less, please explain.			