

1
2 **AGREEMENT TO TRANSFER PROPERTY OR FUNDS**
3 **FOR 2009 HOMELAND SECURITY GRANT PROGRAM PURPOSES**
4

5 **THIS AGREEMENT** is entered into this _____ day of _____ 200__, which
6 date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a
7 political subdivision of the State of California, hereinafter referred to as "COUNTY", and
8 _____, a (municipal corporation/special district/not-for-
9 profit corporation), hereinafter referred to as "SUBGRANTEE."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the
11 lead agency for the Orange County Operational Area, has applied for, received and accepted a grant
12 from the State of California, acting through its California Emergency Management Agency, to enhance
13 county-wide emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant
14 documents that are attached hereto as Attachments A (FY 09 CA Supplement to Federal Program
15 Guidelines), B (2009 Homeland Security Grant Programs) and C (FY 09 Grant Assurances) and
16 incorporated herein by reference.

17 **WHEREAS**, the terms of the grant require that COUNTY use certain grant funds to purchase
18 equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant
19 purposes.

20 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

21 1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as
22 specified in Attachment B hereto, which is incorporated herein by reference. If the grant requires
23 COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet
24 acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon
25 after acquisition by COUNTY as is reasonably practicable.

26 2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said
27 grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or
28 to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE

1 to expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the
2 authorized agent.

3 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
4 services acquired with grant funds only for those purposes permitted under the terms of the grant, and
5 shall make it available for mutual aid response.

6 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired
7 with grant funds from damage or destruction and shall provide regular maintenance and repairs for said
8 equipment as are necessary, in order to keep said equipment in continually good working order. Such
9 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
10 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
11 said equipment.

12 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies
13 and/or services to include but not limited to upgrades, licenses and renewals of said equipment,
14 technologies and/or services.

15 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
16 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
17 equipment only in accordance with the instructions of COUNTY.

18 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their
19 elected and appointed officials, officers, agents and employees from any and all claims and losses
20 accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or
21 corporation furnishing or supplying work services, materials or supplies in connection with
22 SUBGRANTEE's use of grant-funded equipment, technology or services and SUBGRANTEE's
23 performance of this Agreement, including Attachments A, B and C hereto, and from any and all claims
24 and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by
25 SUBGRANTEE in SUBGRANTEE's use of grant-funded equipment, technology or services and
26 SUBGRANTEE's performance of this Agreement, including Attachments A, B and C hereto.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
28 by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY

1 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
2 Attachments A, B and C hereto.

3 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
4 Auditor General with respect to this Agreement for a period of three years after final payment
5 hereunder.

6 10. No alteration or variation of the terms of this Agreement shall be valid unless made in
7 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
8 agreement not incorporated herein shall be binding on any of the parties hereto.

9 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express
10 written consent of COUNTY.

11 12. For a period of three years after final payment hereunder or until all claims related to this
12 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
13 documents, papers and records relevant to the work performed or property or equipment acquired in
14 accordance with this Agreement, including Attachments A, B and C hereto. For the same time period,
15 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency
16 from which COUNTY received grant funds or their duly authorized representative(s), for examination,
17 copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during
18 usual working hours.

19 13. SUBGRANTEE shall provide to COUNTY all records and information requested by
20 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
21 required to provide to the agency from which COUNTY received grant funds or other persons or
22 agencies.

23 14. COUNTY may terminate this Agreement and be relieved of the payment of any
24 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
25 in this Agreement, including Attachments A, B and C hereto, at the time and in the matter herein
26 provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may
27 proceed with the work in any manner deemed proper by COUNTY.
28

1 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
2 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered
3 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

4 IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange,
5 State of California.

6
7 DATED: _____, 20__

COUNTY OF ORANGE, a political
subdivision of the State of California

8
9
10 By _____
Sheriff-Coroner
"COUNTY"

11 APPROVED AS TO FORM:

12 COUNTY COUNSEL

13
14 By _____
Nicole A. Sims, Deputy

15
16 DATED: _____, 20__

17
18 DATED: _____

SUBGRANTEE

19
20 By: _____

21
22 By: *C. H.*

23 ATTEST:

24
25 By _____
City Clerk

APPROVED AS TO FORM
Kimberly Deep Barlow
CITY ATTORNEY

26 DATED: _____, 20__

California Emergency Management Agency



FY09 Homeland Security Grant Program

California Supplement to Federal Program Guidance and Application Kit

May 14, 2009

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Matthew R. Bettenhausen, Secretary
Frank McCarton, Undersecretary
Peggy Okabayashi, Assistant Secretary

GRANTS MANAGEMENT DIVISION

Brendan Murphy, Director

HOMELAND SECURITY GRANTS

John Isaacson, Division Chief

HOMELAND SECURITY GRANT STAFF

Ursula Harelson, Program Manager
Darlene Arambula, Office Assistant
Cameron Bardwell, Program Representative
Tracey Frazier, Program Representative
Maybel Garing, Program Representative
Sarah Knight, Program Representative
Leo LaMattina, Program Representative
Rachel Magaña, Program Representative

FISCAL AND REPORTING STAFF

Kris Whitty, Program Manager
Inam Ali, Program Representative
Sabra Bowen, Program Representative
Michael Cheng, Program Representative
Gina Joaquin, Staff Service Analyst
Rose Nguyen, Program Representative
Christopher Sampang, Office Assistant
Akira Yamamoto, Program Representative

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FOREWORD: SECRETARY'S MESSAGE

I wanted to take this opportunity to introduce you to California's newest state agency, the California Emergency Management Agency (CalEMA). California continues to be a national leader in homeland security and emergency management and the fusion of the talents, capabilities and resources of the Office of Emergency Services (OES) and the Office of Homeland Security (OHS) has been a long time coming. Each of us around the state, with our different roles in California's emergency management, are partners in this new endeavor and I look forward to working with everyone again this year.

Despite changes within our agency, we remain steadfast to the four mission areas of the Homeland Security Grant Program: prevent, prepare, respond and recover. I am pleased to report major progress across the board – from developing training courses and strengthening information sharing capabilities to assessing security and bolstering response capabilities. The work we have done with this program has made significant progress to ensure the security of our citizens, critical infrastructure, and key resources. To continue that progress, I am pleased to present the FY2009 California Supplement to the Federal Guidance.

As you review the guide, you will see that there are various changes while several aspects remain the same. I realize that the changes in the rules and guidance require a lot of effort, but in the end this program is an important and integral component in the safety of California. Throughout the duration of the grant, CalEMA program representatives will be available to assist you in enhancing your homeland security programs. Please don't hesitate to contact them with any questions or concerns.

Let me close by thanking all of you involved in this program for the work that you do to make sure we wisely invest these valuable funds. It is your excellent contributions and achievement of objectives that have made California a better place to live and do business; California communities are safer, we have more trained and equipped first responders, and we continue to move forward with a number of important initiatives. The people of California owe you a debt of gratitude for your tireless efforts and I know they can count on you to continue to utilize the opportunities that come with the FY2009 HSGP.



MATTHEW R. BETTENHAUSEN
Secretary
California Emergency Management Agency

SECTION 1 – OVERVIEW

Federal Program Guidance	<p>The U.S. Department of Homeland Security (DHS) published the <i>FY09 Homeland Security Grant Program, Program Guidance and Application Kit</i> on November 5, 2008. The Guidance and Application Kit may be obtained at: http://www.ohs.ca.gov/pdf/fy09_fed_guidance.pdf</p>
Information Bulletins	<p>DHS also issues Information Bulletins that provide updates, clarification, and requirements throughout the life of the grant. Information Bulletins may be obtained at: http://www.ojp.usdoj.gov/odp/docs/bulletins.htm</p>
Purpose of the California Supplement	<p>The <i>California Supplement to the Federal Program Guidance</i> is intended to complement, rather than replace, the Guidance published by DHS. The Supplement will emphasize the differences between the FY08 and FY09 Homeland Security Grant Programs (HSGP), and will include additional California policies and requirements applicable to the FY09 HSGP.</p>
Grant Management Memos	<p>CalEMA also issues Grant Management Memos (GMM) that provide additional information. GMMs can be located at: http://homeland.ca.gov/grants_management_memo.html</p>
Eligible Subgrantees	<p>Eligible subgrant recipients, referred to as Subgrantees, differ for each program. Generally, eligible subgrant recipients include:</p> <ul style="list-style-type: none">• Operational Areas (OA)<ul style="list-style-type: none">○ Includes the Metropolitan Medical Response System (MMRS)○ Native American Tribes – represented by a single coordinating group• Urban Area Security Initiative Jurisdictions (UASI)• State Agencies (SA)<ul style="list-style-type: none">○ Includes the Citizen Corps Program (CCP)
Native American Allocation	<p>Federal FY09 grant guidance requires CalEMA to provide access to the SHSGP funds directly to Native American Tribes in California. In order for CalEMA to implement this requirement, a single coordinating group representing the California tribes will be eligible to receive a share of this funding on a base plus population basis. In order to submit an application for funding, California's 108 tribes shall develop a single coordinating group that represents all or substantially all of the tribes. The single coordinating group shall have until November 7, 2009 to submit to CalEMA its membership, organizational structure and plan for developing coordinated funding priorities among all or substantially all of the California Tribes. All subgrantees are encouraged to coordinate with Tribal Governments to ensure that Tribal needs are considered in the subgrantees applications.</p>

Subgrantee Allocations It is anticipated that DHS's announcement of funding to California will be made on June 17, 2009. Subgrantee allocation information will be made available afterwards via a CalEMA Grant Management Memo (GMM).

Supplanting Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subgrantees will be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Public/Private Organizations Subgrantees may contract with any other public or private organizations to perform eligible activities on approved projects

Debarred/Suspended Parties Subgrantees must not make or permit any award (subgrant or contract) at any tier to any party that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs. Subgrantees must obtain documentation of eligibility prior to any subaward of HSGP funds and be prepared to present supporting documentation to monitors.

CalEMA Contact Information All subgrantee application materials, related questions, comments and correspondence should be directed to:

California Emergency Management Agency
ATTN: Grants Management Division
State Capitol
Sacramento, CA 95814

CalEMA Main Phone Line: (916) 845-8510
Fax: (916) 324-5902

California Emergency Management Website:
<http://www.calema.ca.gov>

For additional assistance, please contact your regional representative:
Cameron Bardwell at cameron.bardwell@ohs.ca.gov or (916) 322-8740
Tracey Frazier at tracey.frazier@ohs.ca.gov or (916) 324-6342
Maybel Garing at maybel.garing@ohs.ca.gov or (916) 324-9312
Sarah Knight at sarah.knight@ohs.ca.gov or (916) 322-9067
Leo LaMattina at leo.lamattina@ohs.ca.gov or (916) 324-6347
Rachel Magaña at rachel.magana@ohs.ca.gov or (916) 324-9314

CalEMA regional representatives may be located on the regional map at:
http://www.ohs.ca.gov/pdf/homeland_security_regional_map.pdf

**CalEMA
Contact
Information
(Cont.)**

CalEMA Training Website:
<http://www.ohs.ca.gov/hseep/traininghome.html>

The 2009 HSGP Financial Management Forms Workbook (FMFW)
Version 1.09:
http://www.ohs.ca.gov/FY2009_HSGP.html

**ODP Secure
Portal**

To obtain access to the Office of Domestic Preparedness (ODP) secure portal, please contact BJ Bjornson, Secure Portal Administrator, CalEMA, Training and Exercise Program (T&E) at bj.bjornson@ohs.ca.gov or (916) 826-4488.

The ODP Secure Portal may be obtained at:
<http://preparednessportal.dhs.gov/>

**Grants
Reporting Tool**

To obtain access to the online Grants Reporting Tool (GRT), please log on to their website at www.reporting.odp.dhs.gov. To create a new account, follow the instructions that read, "If you need to register for an account, please click here."

For additional assistance with the GRT, please contact:
Inam Ali at inam.ali@ohs.ca.gov or (916) 324-6054
Sabra Bowen at sabra.bowen@ohs.ca.gov or (916) 324-9315
Rose Nguyen at rose.nguyen@ohs.ca.gov or (916) 322-2607
Akira Yamamoto at akira.yamamoto@ohs.ca.gov or (916) 322-2643

SECTION 2 – KEY CHANGES AND INITIATIVES

Federal Changes and Initiatives

FEDERAL *HSGP Priorities*

Priorities for this year continue to further narrow the focus through the risk-based funding and the capability-based planning process. FY09 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) will focus on the following objectives as highest priorities:

- Addressing Capability Requirements and Measuring Progress in Achieving the National Preparedness Guidelines
- Strengthen Preparedness Planning and Citizen Preparedness Capabilities
- Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities:
- Strengthen Information Sharing and Collaboration Capabilities via the National Network of Fusion Centers
- Strengthen Medical Surge and Mass Prophylaxis

At least 25% of FY09 HSGP funding, must be collectively allocated to the Strengthening Preparedness Planning Priority through planning, training and exercise activities (see Part I of the DHS FY09 HSGP Guidance for additional information).

At least 25% of FY09 HSGP funding must be dedicated to law enforcement-oriented planning, organization, training, exercise, and equipment activities(see Part I of the DHS FY09 HSGP Guidance for additional information).

Personnel Costs – As directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act*, all personnel and personnel-related costs, including those for intelligence analysts and consultants, are allowed up to 50% of SHSP and UASI funding without time limitation placed on the period of time that such personnel can serve under the grant. These guidelines are not retroactive to previous fiscal years of HSGP funding (see Part IV.E.4 of the DHS FY09 HSGP Guidance for additional information).

Critical Emergency Supplies – In furtherance of DHS’s mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under FY09 SHSP. Subgrantees must provide CalEMA with a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

State Changes and Initiatives

STATE

State Initiative Funding – In FY09 HSGP, CalEMA shall retain 20% of the SHSP, UASI funding awarded to California for state initiatives. The State will pass 100% of the MMRS and CCP funding to eligible subgrantees.

"On Behalf Of" – Consistent with the federal guidelines, the CalEMA may, in conjunction with local approval authorities, designate funds "on behalf of" local entities that choose to decline or fail to utilize their homeland security award in a timely manner.

Regional Approach – Subgrantees must take a regional approach when determining the best use of FY09 HSGP funds. Subgrantees must consider the needs of local units of government and applicable volunteer organizations in the projects and activities included in their FY09 HSGP application.

Grant Management Capabilities – FY09 Applicants will be required to document their grant management capabilities and include this information with their application.

Special Needs Population – Populations whose members may have additional access and functional needs before, during, and after an incident must be included in planning, response and recovery documents. As a new requirement for FY09 funding, subgrantees are required to provide the name, title and contact information for their local person responsible for coordinating access and functional needs of these populations in planning, response and recovery, and submit the information as part of their application for HSGP funding.

Planning Projects – Subgrantees conducting major planning projects (including, but not limited to: Evacuation, Mass Care and Shelter, Disaster Recovery, etc.) will be required to address access and functional needs within their planning documents in order to maintain eligibility for HSGP funding. For more information, the following link is provided: [Guidance on Planning and Responding to the Needs of People with Disabilities and Older Adults](#)

Strategy, Planning, and Metrics Conference – CalEMA will conduct its annual Investment Justification Planning Conference to receive statewide input across all disciplines. The conference will be held in the Fall of 2009. This conference is an eligible planning activity. Please be sure to include the cost to attend this conference in your FY09 HSGP application.

**State Changes
and Initiatives
(Cont.)**

Training Requirement – Not less than 10% of all subgrantee applications must be allocated to FEMA approved training activities. However, training on equipment will continue to be allowed as part of the 10%. Further, per the Federal Guidance, training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Subgrantees will explain in a narrative the gap identified, provide access to the AAR or details of the upcoming exercise, and submit to their CalEMA Program Representative.

Note: This does not apply to State Agencies.

Non-DHS/FEMA Developed Training Courses

When seeking DHS approval of non-DHS/FEMA developed courses, the most notable changes are:

- Course materials must be submitted with the approval requests; and
- Conditional approvals are no longer offered.

The CalEMA Training and Exercise Program (T&E) will release additional training related information at a later date.

Exercises – Subgrantees must conduct threat and performance-based exercises in accordance with DHS Homeland Security Exercise and Evaluation Program (HSEEP) manuals. Once a grant funded exercise has been scheduled, subgrantees **must** notify the CalEMA T&E of the exercise date, time, location, and point of contact information. T&E will maintain a web-based master schedule of all exercises occurring throughout the state, to increase communication and coordination of all exercises. Exercise AAR/IPs must be posted to the Corrective Action Plan System (CAPS) within 60 days following the completion of each exercise.

For more information on this process, please contact:

Kevin Chan at (916) 324-6736 or kevin.chan@ohs.ca.gov.

Exercise costs will not be reimbursed until an AAR has been posted and access to the AAR has been granted to Rachel Magaña.

Rachel can be reached at (916) 324-9314 or rachel.magana@ohs.ca.gov.

Note: Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. Subgrantees must provide a copy to their CalEMA Program Representative.

**State Changes
and Initiatives
(Cont.)**

Golden Guardian – Subgrantees scheduled to participate in Golden Guardian (GG) exercise activities should program FY09 HSGP funds into their subgrant application. CalEMA Program Representatives will be checking applications from subgrantees scheduled to participate in GG activities within the FY09 HSGP grant performance period for adequate exercise funding. T&E is the subgrantee's point of contact for exercise related issues and questions.

Subgrantees may contact T&E at (916) 826-4488 or bj.bjornson@ohs.ca.gov.

Terrorism Liaison Officer (TLO) – In an effort to continue to build towards a comprehensive integrated prevention network of information sharing, all recipients of FY09 Homeland Security Grant funds will be required to designate a trained TLO within their organization. An initial roster must be submitted at the time of application. Subgrantees must require documentation for their subrecipients prior to the subaward of Homeland Security Grant funds, which needs to be available during a monitoring.

CAL JRIES – The State Terrorism Threat Assessment Center (STTAC) and Regional Terrorism Threat Assessment Centers (RTTAC) are all linked by a common information sharing system, the California Joint Regional Information Exchange System (CAL JRIES), which provides data sharing capabilities throughout the state. The JRIES is an integral component in the information sharing network throughout the state. Applicants shall document CAL JRIES access, or an application for access to CAL JRIES, in their grant application to be eligible for funding. Access or an application for access will be confirmed with the STTAC prior to final application approval.

M&A Costs – The subgrantee Management and Administrative (M&A) allowance is a maximum of 3% of the subgrant award on all FY09 HSGP programs (The cap was set by federal law).

SECTION 3 – SUBGRANTEE APPLICATIONS

Required State Application Components

A completed application will include all of the following components:

- The CalEMA Financial Management Forms Workbook (FMFW) Version 1.09 including:
 - Application Cover Sheet
 - Grant Management Roster
 - Project Descriptions
 - Investment Justification - Goals and Objectives
 - Project Description
 - Need for Project
 - Status of Project
 - Project Ledger
 - Equipment Inventory Ledger
 - Authorized Equipment List (AEL) numbers found on the web at <http://www.rkb.us>
 - Training Roster
 - Course approved feedback numbers
 - Exercise Roster
 - Planning Ledger
 - Final product identified
 - Authorized Agent form with appropriate signatures
- Terrorism Liaison Officer (TLO) Roster
- CAL JRIES Access
- Narrative Explanation of 25% Preparedness Planning
- Narrative Explanation of 25% Law Enforcement
- Narrative of Training with AAR/Exercise Detail
- Narrative of Special Needs Populations
- Certified Copy of the Governing Body Resolution
- Signed Original Grant Assurances

(A checklist for application completeness can be found in the appendix)

Governing Body Resolution

The *Governing Body Resolution* appoints agents authorized to execute any actions necessary for each application and subgrant. All applicants will be required to submit a certified copy of a new Governing Body Resolution with their FY09 HSGP application. A sample Resolution can be found in the Appendix.

Grant Assurances

The *Grant Assurances* list the requirements to which the subgrantees will be held accountable. All applicants will be required to submit new Grant Assurances with their FY09 HSGP application. The required Grant Assurances form can be found only in PDF format on the CalEMA website and will be available within 14 days of the Federal award.

Note: Self created Grant Assurances will not be accepted.

Approval Authority Body (OA only)

Operational Areas must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for SHSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the Operational Area Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the Operational Area Police Chief)

Each member of the Approval Authority must provide written agreement with the OA's application for SHSGP funds.

Note: A list of the Approval Authority Body members, and associated contact information must be submitted with the FY09 HSGP application. Contact your program representative for more information.

Application Submittal

The completed FMFW V 1.09 must be submitted electronically via posting to the ODP Secure Portal (<http://preparednessportal.dhs.gov/>) marked "FY09 HSGP Application". Detailed instructions on the electronic submittal process will be issued in a CalEMA Grant Management Memo prior to application due date.

Documents requiring an original signature will need to be mailed in hardcopy. Signatures will need to be in blue ink only.

HAND DELIVERED APPLICATIONS WILL NOT BE ACCEPTED

Late or Incomplete Applications

All application materials are due no later than **Friday, July 17, 2009***. Only applications postmarked by the due date will be accepted. Applications lost in transit are the responsibility of the applicant and will not be considered for funding. Late or incomplete applications will be reviewed and/or denied, and additional information will be requested and/or accepted from subgrantees, at the sole discretion of CalEMA.

Application Approval

The subgrantee will receive written notice of the state's approval of the subgrant application no later than 45 days after the federal grant award. Subgrantee reimbursements will not be made until all required application components have been approved by the state and all conditional holds removed.

* See **Timeline in Appendix**

State Agencies

Which State organizations may apply?

Any state agency, department, commission, board, etc., may apply for FY09 HSGP funding, as long as the organization:

- Has, or can obtain, appropriate state Department of Finance budget authority for awarded funds; and,
- Will comply with all grant requirements contained in the federal and state grant guidance documents, and in the Grant Assurances form.

Who may sign the Application for a State Agency?

The application cover sheet must be signed, in blue ink, by the highest-level person at the state organization, or their designee. If a designee is signing, the highest-level person at the state organization must execute and submit a Signature Authority form with the Application Package.

Note: The requirement for the creation of an Approval Authority body or a Governing Body Resolution does not apply to state organizations.

What are the State Priorities for FY09 HSGP?

While the State Homeland Security Strategy broadly describes goals, objectives and implementation steps, the State's priorities for FY09 HSGP are:

- (1) Interoperable Communications
- (2) Catastrophic Planning
- (3) Medical Surge
- (4) Citizen Preparedness and Participation
- (5) Mass Prophylaxis
- (6) Critical Infrastructure Protection
- (7) Training for First Responders
- (8) Food and Agricultural Safety

Project Narrative – In addition to the project description in the Financial Management Forms Workbook, a detailed project narrative (included in the Appendix) is required.

SECTION 4 – POST AWARD REQUIREMENTS

Post Award Modifications

Post award budget, scope and time modifications must be requested using the CalEMA Financial Management Forms Workbook V 1.09, signed by the subgrantee's Authorized Agent, and submitted to the subgrantee's Program Representative in the Homeland Security Grant Unit at CalEMA.

The subgrantee may implement the modifications, and incur associated expenses, only after receiving written final approval of the modification from the State. Failure to submit modification requests, and receive written approval prior to expenditure, could result in a reduction or disallowance of that part of the grant.

Note: Modifications can be requested once per quarter during the grant performance period.

Payment Request Process

To request advance or reimbursement payment of FY09 HSGP funds, complete a payment request form using the CalEMA Financial Management Forms Workbook and return it to the appropriate Program Representative in the Homeland Security Grant Unit at the CalEMA. Subgrantees who fail to follow the workbook instructions will experience delays in processing.

Note: Payments can only be made if the subgrantee has submitted an approved application, including the Financial Management Forms Workbook (FMFW), a certified copy of the Governing Body Resolution, and valid Grant Assurances form.

Advances and Interest Earned on Advances

DHS allows subgrantees to request FY09 HSGP funds up to 120 days prior to expenditure/disbursement, or on a reimbursement basis. The federal guide requires that advances must be deposited in interest-bearing accounts, and describes how interest earned should be returned quarterly to the federal government.

In addition to returning interest in accordance with the prescribed federal guidance, subgrantees must also inform the grantee's Program Representative in the Homeland Security Grant Unit at the CalEMA of any interest returned on program funds.

Performance Bond

Many subgrantees were unable to procure large equipment items due to problems with vendor delivery scheduled to occur after the federal reporting period had expired. To assist with this issue, DHS allowed subgrantees to obtain a "performance bond" wherein subgrantees procured the item(s) in question, paid the money up front, and obtained a performance bond to ensure delivery of the item within 90 days of the subgrantees performance period. Subgrantees **must** obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft or watercraft, financed with homeland security dollars.

**Subgrantee
Performance
Reports**

Subgrantees must prepare and submit performance reports to the state for the duration of the grant performance period, or until all grant activities are completed and the grant is formally closed by CalEMA. Subgrantees must complete a Biannual Strategy Implementation Report (BSIR) using the DHS/FEMA Grants Reporting Tool (GRT)
<http://www.reporting.odp.dhs.gov>.

**Failure to
Submit
Required
Reports**

Periodic reporting is required by the grant. Subgrantees who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County Operational Areas and Tribal Native Americans who fail to report twice in a row may have subsequent awards reduced by 10% until timely reporting is reestablished. UASI's shall have a "hold" placed on any future reimbursements.

**Monitoring
Subgrantee
Performance**

Corrective Action Plans – The Monitoring and Audits Unit (MAU) is actively conducting monitoring visits, both desk review and on-site, among subgrantees. Many of these jurisdictions receive "findings" that necessitate a Corrective Action Plan (CAP) on their part. Those subgrantees who fail to submit a CAP as required shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

The state is currently conducting a program of sub-grantee monitoring. The monitoring will be conducted on the subgrantees administrative, programmatic and fiscal management of the grant(s).

These reviews may include, but are not limited to:

- Eligibility of expenditures.
- Comparing actual subgrantee activities to those approved in the subgrant application and subsequent modifications, if any.
- Ensuring that advances have been disbursed in accordance with applicable guidelines.
- Confirming compliance with:
 - Grant Assurances; Information provided on performance reports and payment requests; and Needs and threat assessment and strategies.

Note: It is the responsibility of all subgrantees to monitor and audit the grant activities of their subrecipients. This requirement includes, but is not limited to, on site verification of grant activities as required.

Suspension/ Termination

The State may suspend or terminate subgrant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failing to expend funds in a timely manner consistent with the grant milestones, guidance and assurances.
- Failing to comply with the requirements or statutory objectives of federal or state law.
- Failing to make satisfactory progress toward the goals or objectives set forth in the subgrant application.
- Failing to follow grant agreement requirements or special conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- Failing to submit required reports.
- False certification in the application or other report or document.
- Failing to adequately manage, monitor or direct the grant funding activities of their subrecipients.

Before taking action, the state will provide the subgrantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

Closeout

The State will close a subgrantee award after:

- Receiving a subgrantee Performance Report indicating that all approved work has been completed, and all funds have been disbursed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to awards, modifications and payments.

If the closeout review and reconciliation indicates that the subgrantee:

- is owed additional funds, the State will send the final payment automatically to the subgrantee.
- did not use all funds received, the state will issue an Invoice or Grant Modification letter to recover unused funds.

In the Grant Closeout Letter, the State will notify the subgrantee of the start of the record retention period for all programmatic and financial grant related records.

Note: Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

SECTION 5 – APPENDICES

APPENDIX A- FY09 HSGP TIMELINE

DHS Announcement of FY09 HSGP	November 5, 2008
SAA Application Due to DHS	March 20, 2009
FY09 HSGP California Supplement Release	May 14, 2009
Subgrantee Application Workshops	May 2009
DHS Award to California	June 17, 2009*
CalEMA Release of Suballocations	June 26, 2009*
Subgrantee Applications Due to CalEMA	July 17, 2009*
Subgrantee Awards (45 days from DHS award)	August 3, 2009*
Subgrantee Performance Period Begins	August 3, 2009*
Subgrantee Performance Period Ends	March 31, 2012
Final Requests for Reimbursement Due	April 10, 2012
SAA Performance Period Ends	June 30, 2012

* Date approximate depending on DHS award date

APPENDIX B- GOVERNING BODY RESOLUTION

SAMPLE RESOLUTION

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ THAT
(Name of Applicant)

_____, OR
(Name or Title of Authorized Agent)

_____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)

_____ Of the _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the

_____ day of _____, 20_____

(Official Position)

(Signature)

(Date)

APPENDIX B- GOVERNING BODY RESOLUTION

INSTRUCTIONS

Purpose The purpose of the Governing Body Resolution is to appoint individuals to act on behalf of the governing body and the applicant.

Authorized Agent(s) The Governing Body Resolution allows for the appointment of individuals or positions. For each person or position appointed by the governing body, submit the following information, with the resolution, to the state on the applicant's letterhead:

- | | |
|--|---|
| <input type="checkbox"/> Jurisdiction | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Grant Program | <input type="checkbox"/> Fax # |
| <input type="checkbox"/> Name | <input type="checkbox"/> Cell Phone # |
| <input type="checkbox"/> Title | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Address | |
| <input type="checkbox"/> City | |
| <input type="checkbox"/> Zip Code | |

Authorized Agent Changes

- If the Governing Body Resolution indentified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to the State.
- If the Governing Body Resolution identifies the Authorized Agent by name, a new Resolution is needed when any changes are made. The information list above must be submitted with the new Resolution.

APPENDIX C- STATE AGENCY FORMS

SIGNATURE AUTHORITY

AS THE _____
(Secretary/Director / President / Chancellor)

OF THE _____
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the California Emergency Management Agency.

_____, *OR*
(Name or Title of Authorized Agent)

_____, *OR*
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

Signed and approved this _____ day of _____, 20_____

(Signature)

APPENDIX C- STATE AGENCY FORMS

FY 2009 PROJECT NARRATIVE

Applicant (state organization)_____

NOTE: Complete a separate Project Description for each proposed project

Project Title:

State Strategy Goal and Objective Supported by the Project:_____

Indicate the State Priority Supported by the Project:

- Interoperable Communications**
- Catastrophic Planning**
- Medical Surge**
- Citizen Preparedness and Participation**
- Mass Prophylaxis**
- Critical Infrastructure Protection**
- Training for First Responders**
- Food and Agriculture Safety**

Provide a detailed description of the proposed project and how it supports the state priority indicated.

For construction and/or renovation projects, provide the following additional information:

- A description and location of the facility;
- A description of the vulnerability assessment and the date the assessment was conducted (the assessment does not have to be submitted with the application);
- A description of how the proposed project will address the vulnerabilities identified in the assessment;
- A description of the consequences if the project is not funded under HSGP FY09

Please check the appropriate box:

- Our agency currently has spending authority for the requested funds.
- Our agency does not currently have spending authority for the requested funds. See below for explanation:

APPENDIX D- FY09 SUBGRANTEE APPLICATION CHECKLIST

Subgrantee: _____ FIPS #: _____

CalEMA Regional Rep: _____

OPERATIONAL/URBAN AREAS

- _____ Approval Authority & POC Information
- _____ Approval Authority Body form
- _____ Governing Body Resolution (Certified)
- _____ Grant Assurances (Signed Originals)

- _____ Financial Management Forms Workbook
 - _____ Application Cover Sheet
 - _____ Grant Management Roster
 - _____ Project Description
 - _____ Project Ledger
 - _____ Equipment Inventory – Ledger
 - _____ Training Roster
 - _____ Exercise Roster
 - _____ Planning Ledger
 - _____ Authorized Agent Form

- _____ Narrative Attachments:
 - _____ TLO Roster
 - _____ CAL JRIES Access
 - _____ 25% Preparedness Planning
 - _____ 25% Law Enforcement
 - _____ Training w/AAR/Exercise Detail
 - _____ Special Needs Populations

STATE AGENCIES

- _____ Signature Authority – Authorized Agent
- _____ Project Narrative Form
- _____ Grant Assurances (Signed Originals)

- _____ Financial Management Forms Workbook
 - _____ Application Cover Sheet
 - _____ Grant Management Roster
 - _____ Project Description
 - _____ Project Ledger
 - _____ Equipment Inventory – Ledger
 - _____ Training Roster
 - _____ Exercise Roster
 - _____ Planning Ledger
 - _____ Authorized Agent Form

- _____ Narrative Attachments:
 - _____ TLO Roster
 - _____ CAL JRIES Access
 - _____ 25% Preparedness Planning
 - _____ 25% Law Enforcement
 - _____ Training w/AAR/Exercise Detail
 - _____ Special Needs Populations

Attachment B: 2009 Homeland Security Grant Programs Distribution of Grant Funds or Property

Project Title	Description	Amount
<p>Project A: Enhance Interoperable Communications</p>	<p>Enhancing Interoperable Communications through:</p> <ol style="list-style-type: none"> 1. Developing regional videoconferencing capabilities between law, fire, health, and other first responder agencies; 2. Enhance interoperability and data sharing to effect coordinated deployment of resources; 3. Enhance voice, video, and data communication capability with wide-area connectivity; 4. Obtain new generation batteries and chargers for regional special response teams; 5. Establish dedicated microwave voice communication/incident coordination between Public Safety agencies in Orange and San Diego Counties. 	<p style="text-align: center;">\$926,300 (SHSP funds)</p>
<p>Project C: Strengthen CBRNE Detection, Response and Decontamination</p>	<p>Strengthening CBRNE detection, response, and decontamination through:</p> <ol style="list-style-type: none"> 1. Multidiscipline CBRNE equipment purchase and distribution; 2. Joint Hazard Assessment Team (JHAT) equipment purchase and distribution; 3. Special Teams equipment purchase and distribution; and 4. Thermal monocular purchase and distribution. 	<p style="text-align: center;">\$676,159 (SHSP funds)</p>
<p>Project D: Enhance Information Collection, Analysis and Dissemination</p>	<p>This project supports regional capability for information analysis/sharing via the Orange County Intelligence Assessment Center (OCIAC). The OCIAC is designed to supplement and support the State's southern Regional Terrorism Threat Assessment center - Joint Regional Intelligence Center (JRIC) located in Los Angeles. Where the JRIC focuses on seven counties in southern California, the OCIAC primarily focuses on activity occurring within Orange County. This approach permits the Operational Area (OA) to have a robust information and intelligence-sharing capability while also serving as a force multiplier for the JRIC. This project will also support the Terrorism Liaison Officer (TLO) program and establish standardized training for the program participants.</p>	<p style="text-align: center;">\$630,701 (SHSP funds)</p>
<p>Project E: Improve and Expand Critical Infrastructure Protection</p>	<p>The Orange County Intelligence Assessment Center's (OCIAC) Critical Infrastructure Protection (CIP) Unit will continue to identify, prioritize, and protect critical infrastructure and key resources in the Orange County Operational Area. After being identified, these sites will be prioritized using threat-based analysis, with vulnerability assessments completed on top sites based on this analysis. The information harvested during these assessments will be stored in the Department of Homeland Security's Automated Critical Asset Management System (ACAMS) for use in pre-incident planning and post-incident mitigation efforts.</p>	<p style="text-align: center;">\$1,000,000 (SHSP funds)</p>

Exhibit B to ASR
Distribution of Grant Funds or Property

Project Title	Description	Amount
Project F: Enhance Emergency Planning and Management	The OA and UASI must continue with NIMS integration into local and county Emergency Management Programs, including emergency plans, emergency operations centers (EOC) upgrades, emergency management software, business continuity plans and hazard mitigation plans. This project also addresses the needs of first responder agencies in bringing their emergency operations center up to communications standards.	\$460,000 (SHSP funds)
Project G: Increase Community Preparedness, Participation and Awareness	This project will focus on expanding/enhancing existing Citizen Corps councils; expand the "Ready OC" public information preparedness campaign; develop and conduct a mutual aid drill and exercise a countywide volunteer activation plan; identify and implement new CERT curriculum to address the needs and concerns of the regional area; improve and standardize volunteer interoperability/communications capabilities.	\$100,000 (SHSP funds)
Project H: Training	This project focuses on the continuation of training on equipment, and Incident Command System. The Operational Area (OA) and Anaheim/Santa Ana UASI have instituted a collaborative regional committee to review and prioritize training requests, while still allowing for some discretionary training expenditures as determined by participating agencies. Training focuses on the OA being compliant with HSPD-8, NIMS training, and a variety of terrorism and homeland security specific courses.	\$300,000 (SHSP funds)
Project I: Exercises	The purpose of this project is to develop a new 5-year exercise plan and to design and deliver the exercises outlined in the plan, in collaboration with the Anaheim/Santa Ana UASI. The Operational Area (OA) will participate in conjunction with the State's "Golden Guardian" exercise which is designed to test the State's capability to respond to catastrophic events. The OA will also conduct a variety of tabletop and functional exercises which may incorporate plans, equipment, and training funded through the Homeland Security Grant and other funding sources.	\$243,319 (SHSP funds)
Project L: Personnel; Management & Administration	The 2009 Homeland Security Grant guidance includes a fundamental shift in how the salaries of personnel, regardless of the capacity in which they are functioning, may be allocated to the grant. Specifically, no more than 50% of the award may be used for salaries, including training; planning; management and administration; and consultants. For budgeting and tracking purposes only, personnel costs are included here. All personnel funded through the SHSP funds will be required to complete and submitted a functional timesheet assigning their time to one of the grant-funded projects. Administration and Program Management of Homeland Security Grant Programs. The OCSD/OA will use the 3% of its SHSP and 1.5% of its MMRS allocation to continue to pay for grant management staff, hire additional staff, and purchase the supplies/equipment to successfully administer the Homeland Security Grant Program.	\$1,048,531 (SHSP funds) \$187,706 (SHSP funds) & \$14,455 (MMRS funds)

Exhibit B to ASR
Distribution of Grant Funds or Property

Project Title	Description	Amount
<p>Project M: Mass Prophylaxis and Medical Surge</p>	<p>This project includes the lease of our Strategic Warehouse to receive, store, ship, and coordinate the Strategic National Stockpile and local and regional medical equipment, supplies, and pharmaceuticals for the Operational Area. This project will provide a means to prophylax first responders and their families in the event of a bioterrorist attack or disease outbreak and will support protection of the community at large. This facility provides critical support to the region in the event of a disaster or disease outbreak.</p>	<p>\$794,159 (SHSP funds)</p>
<p>Project O: MMRS</p>	<p>MMRS funds support the three cities of Anaheim, Huntington Beach, and Santa Ana to further enhance and sustain a regionally integrated, systemic mass casualty incident preparedness program that enables a response during the first crucial hours of an incident. The programs prepare jurisdictions and the Operational Area of Orange County for response to all hazards mass casualty incidents, including CBRNE terrorism, epidemic disease outbreaks, natural disasters, and large scale hazardous materials incidents. MMRS further works, plans, and integrates with its UASI and SHSP partners to provide an effective response to these incidents. It will emphasize a coordinated multi-discipline, multi-jurisdiction response to a CBRNE event. Projects in this Investment will sustain and enhance previous OA/UA investments. The funds are passed through to these cities to manage. The County retains 1.5% for Administrative and Management costs. This project will include the purchase of equipment and supplies, training, and exercises.</p>	<p>\$949,208 (MMRS funds)</p>

California Emergency Management Agency

FY09 Grant Assurances

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
4. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
5. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
10. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. Agrees that, to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
13. Will comply, if applicable, 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.
14. Understands and 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, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
15. Will comply with all Federal Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 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 gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - 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 nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

- j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
16. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides 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 interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 17. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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 ten thousand dollars (\$10,000) or more.
 18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
 20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. 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.).
 - d. 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.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. 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.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
22. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
23. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
24. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
25. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
27. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
28. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
29. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
30. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
31. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
32. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub-agreements.
33. Agrees 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. 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.

34. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of 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, 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.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
35. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for Federally assisted projects.
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
39. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
41. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current DHS Financial Management Guide.
42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban

Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2009 Homeland Security Grant Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. 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.
 - iii. 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 (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. 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.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
 ATTN: Control Desk
 633 Indiana Avenue, N.W.
 Washington, D.C. 20531
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 46. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 47. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____