

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 25, 2014 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. Certificate of Appreciation - Tana McCoy - Presented by the Commission for Women

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

2. MARCH 11, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. CLAIM AGAINST CITY:

Henry L. Wesley v. City of Compton (Case No. I-8637/LI0000326A)

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF LOS ANGELES AND ACCEPT URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE AMOUNT OF \$4,348.00 (UASI- 2013) AND AMEND THE FIRE DEPARTMENT'S 2013-14 FISCAL YEAR BUDGET

CITY MANAGER

5. A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RESUME, SPONSOR, DEVELOP, AND OPERATE THE COMPTON BLUE LINE FARMERS' MARKET THROUGH MARCH 2016

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

6. REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN (**APRIL 15, 2014 AT 3:35 P.M.**)
7. REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS (**APRIL 15, 2014 AT 3:40 P.M.**)

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH DUDEK AND ACCEPT THEIR PROPOSAL FOR A SOIL GAS INVESTIGATION AND SVE/DPE PILOT TEST IN ACCORDANCE WITH THE DECEMBER 17,2013 DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD TO TAKE CORRECTIVE ACTION REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH LOS ANGELES COUNTY FOR FISCAL YEARS 2014-2015 THROUGH 2018-2019.
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE SECOND QUARTER (MIDYEAR) BUDGET REVIEW

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, April 01, 2014 @ 5:45 PM.

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MARCH 11, 2014

The City Council meeting was called to order at 7:30 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown
Council Members Absent: None

Other Officials Present: C. Cornwell, A. Godwin, G. H. Duffey

5:50 P.M. - PUBLIC HEARING - CONSIDER AN APPEAL OF A PLANNING COMMISSION DECISION TO DENY A REQUEST TO ALLOW THE SALE OF OFF-SITE BEER AND WINE, AN ACCESSORY USE TO AN EXISTING 7-ELEVEN CONVENIENCE STORE LOCATED AT 803 W. ALONDRA BLVD. (RESCHEDULED TO MARCH 18, 2014 AT 5:50 P.M.)

On motion by Arceneaux, seconded by Jones, the public hearing was rescheduled to March 18, 2014 at 5:50 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COMMENDATORY RESOLUTIONS/PRESENTATIONS (REAGENDAD)

1. BIRTHDAY PLAQUE PRESENTATION: Pastor Michael Fisher Sr. (Councilperson Janna Zurita) (Not in attendance)

INTRODUCTION OF SPECIAL GUESTS

Mayor Brown acknowledged the Youth Justice Coalition in the audience.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, referenced Item No. 5 under New Business and proposed that the Public Safety Commission be added to the list. He also asked that anyone appointed to a commission last week to go to the City Clerk's Office to be sworn-in.

Benjamin Holifield, Compton resident, requested lights inside of Walton Middle School Park to illuminate the area for public safety reasons. He also invited the community to attend a 7 Eleven Own Your Own Franchise Seminar to be held Thursday, March 13, 2014 at 2201 North Long Beach Boulevard.

Mike Madani, Compton resident, petitioned the City Manager to publicly address whether or not the City's water supply contains asbestos.

City Manager Duffey directed water department staff to gather informational documents regarding the City's water quality annual reports and put them in the foyer for citizen review.

Councilperson Arceneaux stated that as a member of the Metropolitan Water District (MWD), she is aware of the stringent water quality standards issued by the state of California. Ms. Arceneaux assured the citizens that Compton water is safe and asked that someone from MWD offer a presentation regarding the water the City of Compton purchases from MWD.

#2.

Randy Taylor, vendor, inquired about the re-opening of the Farmer's Market.

City Manager Duffey announced that staff would be back before the City Council with an item and presentation regarding the new Farmer's Market vendor, schedule, and standard of operations.

City Attorney Cornwell reminded the City Manager to include insurance in the Farmer's Market resolution and mid-year report.

Anita Jones, Compton resident, stated that she was devastated to hear about the passing of one of her residents at Villa Maria long-term care home. She expressed further concerns for why it took the Compton Fire Department 15 minutes to arrive at the location to help her.

The following members of the Youth & Justice Coalition petitioned the Mayor and City Council to hold the Compton Sheriffs' Station accountable for the increase in Sheriffs' shootings and killings of community members in the City of Compton in an effort to end mass incarceration, youth criminalization, and police brutality: Emilio Zapien, Luiz Florez, Kruti Pareto, Davon Williams, Ana Muniz, Roberto Rodriguez, Tauneedah Shakur, Juan Pena, and Kim McGill.

Mayor Brown thanked the Youth & Justice Coalition for their comments and invited them to attend and participate in the City's Community Policing Taskforce meetings and other events that address public safety and the concerns of the youth.

Royce Esters, President of the National Association for Equal Justice in America (NAEJA), petitioned Mayor Brown to use NAEJA's resources in an effort to improve relationships between law enforcement and members of the community.

Mayor Brown invited Mr. Esters to participate in the monthly Community Policing Taskforce meetings.

Cheyenne Brown, Miss Compton 2014 and City Pride magazine representative, cordially invited the Mayor and City Council and citizens of Compton to attend the "City Pride Community Day & Job Fair" event to be held Saturday, April 5, 2014 at Wilson Park from 10 a.m. to 6 p.m.

Jackie Vinters, Compton resident, petitioned the City Council to set up street closures for the car show at the City Pride Community Day & Job Fair to be held Saturday, April 5, 2014 at Wilson Park from 10 a.m. to 6 p.m.

Mayor Brown directed Ms. Vinters to Assistant City Manager Johnny Ford.

Lona Mae Atkins, Compton resident, stated that she is happy to see Compton improving because her adult children want to come home, buy property, and raise their children.

Charles Jackson, Editor of City Pride magazine, requested an opportunity to work with the City as it relates to the job fair held in conjunction with City Pride Community Day.

Councilperson Jones commended Mr. Jackson for the work that he is doing in the community and supported greater circulation of the magazine.

Michael Turner, Compton resident, stated that he did not receive his door hanger notice for the water town hall meeting over the weekend and further petitioned the City Council to make the changes necessary to lower the resident's water rates.

William Kemp, Compton resident, proposed that the City consider partnering with an outside agency like NAEJA to resolve any public safety issues between the City and the Sheriffs' Department, and the community that feels that they are not being treated correctly.

Joyce Kelly, Compton resident, agreed with the importance of NAEJA's representation and assured the Youth Coalition of Justice that they have the right to speak under several jurisdictions. She stated that as it relates to the Executive Secretary's salary, she recalls his proposed contract of \$205,000 to the City of Compton and then the City Council voted to increase the contract by \$25,000. She further stated that as it relates to Mayor Brown's salary the City Charter says she should be receiving \$600 a month and stated that if she is not getting close to \$100,000 she should demand her money from the City Controller. She also asked that the state certified the upcoming Farmer's Market because they ensure the products are grown in a region as indicated by the vendor.

Lynn Boone, Compton resident, advised the Youth & Justice Coalition to meet with the Captain of the Sheriffs' Department or someone else from law enforcement because no one on this dais has any law enforcement experience. She claimed that murders have increased, the streets are worse than ever, and the citizens have no newspaper. Furthermore, she complimented Cynthia Macon with the honor of saving the Campfire site and advised the citizens to be weary of undocumented information given by the City Manager.

CONSENT AGENDA

On motion by Zurita, seconded by Jones, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF MINUTES

2. FEBRUARY 25, 2014 - Approved.

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS

3. REQUEST TO SCHEDULE A JOINT PUBLIC HEARING ON THE PUBLIC HOUSING AGENCY (PHA) FIVE YEAR ANNUAL PLAN

On motion by Arceneaux, seconded by Jones, the joint public hearing was scheduled for April 1, 2014 at 3:45 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS - There were no City Attorney's Reports.

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM (SECOND READING)

On motion by Arceneaux, seconded by Jones, to waive the reading of the ordinance in full, by the following vote on roll call:

#2.

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Arceneaux, seconded by Jones, **Ordinance # 2,248** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM (SECOND READING)**" was adopted, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - Zurita

ABSENT: Council Members - None

ABSTAIN: Council Members - Galvan

Councilperson Galvan abstained due to issues of clarity.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S CONFLICT-OF-INTEREST CODE TO ADD NEWLY ESTABLISHED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES PURSUANT TO THE POLITICAL REFORM ACT OF 1974

City Clerk Godwin cited the addition of the Community Relations Commission and the Public Safety Commission to Exhibit 'A' under Boards and Commissions.

Councilperson Arceneaux requested clarity on the new and updated commissions.

City Clerk Godwin cited Exhibit 'A' under the Building Department and the update on the commissions.

Councilperson Arceneaux asked the City Attorney if it would require a vote of the people to delete the positions of police chief and assistant police chief.

City Attorney Cornwell explained that the positions of police chief and assistant police chief are in the classified service and would require a vote of the people to remove the position from the City Charter.

Councilperson Zurita asked the City Attorney if he believes it is time to take out these positions.

City Attorney Cornwell indicated that he is not aware of the will of the council; however at any point the City Council can add the salaries into the budget and recruit for the positions.

Councilperson Zurita asked the City Attorney if the City could legally have a police chief without a police department.

City Attorney Cornwell replied affirmatively noting that he has been working with Contract Law Enforcement Services to ensure the City Council has that flexibility.

Discussions ensued regarding theoretical duties and powers of the police chief position as it relates to the contract with the Sheriffs' Department and the proponents of Measure I.

On motion by Jones, seconded by Zurita, **Resolution # 23,912** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S CONFLICT-OF-INTEREST CODE TO ADD NEWLY ESTABLISHED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES PURSUANT TO THE POLITICAL REFORM ACT OF 1974**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Zurita offered the following announcements/communications:

- Wished Pastor Dr. Michael Fisher, Sr. and her mother Delores Zurita a Happy Birthday.
- Encouraged residents to register their zip code at www.nixle.com to stay connected to the community as to relates to crime and law enforcement activities.
- First District Townhall meeting will be held Wednesday, March 19, 2014 at Gonzales Park from 6 p.m. to 7 p.m.
- Free Mammogram Clinic will be held Wednesday, April 2, 2014 from 8:30 a.m. to 3 p.m. Recipient eligibility criteria are: 40 years and older with no insurance. Please call (310) 605-5510 to register for this event.

Councilperson Galvan offered the following announcements/communications:

- Community Needs Housing of Urban Development meeting will be held Thursday, March 20, 2014 at Wilson Park at 5 p.m.
- Water Replenishment District of Southern California will be hosting their Annual Groundwater Festival to be held Saturday, March 15, 2014 from 10 a.m. to 2 p.m.

***Councilperson Galvan exited the meeting at 9:31 p.m.**

Councilperson Arceneaux offered the following announcements/communications:

- Wished Delores Zurita, Pastor Fisher Sr., and Flora Bell Jones a Happy Birthday.
- Third District Townhall meeting will be held Thursday, March 13, 2014 at Burrell McDonald Park from 6 p.m. to 7 p.m.
- Recognized Mr. and Mrs. Wyatt and the 156th Street Block Club, and the Arbutus Street Block Club.
- Compton Business Chamber of Commerce will be hosting a "How to Open Your Own 7 Eleven Franchise Seminar" to be held Thursday, March 13, 2014 at 2201 North Long Beach Boulevard from 12 p.m. to 3 p.m. To register for this event, please call (310) 898-1198.
- Attended the Metropolitan Water District Board of Trustees meeting.

Councilperson Jones offered the following announcements/communications:

- Attended the League of California Cities Los Angeles County Division meeting; and the Democratic Convention held in Downtown Los Angeles.
- Congratulated Assemblyman Isadore Hall III and Senator Roderick Wright for their leadership and also Assembly member Perez for his hard work.

#2.

- Invited the Compton community to attend the Compton High School Basketball team State Play-offs Event on Wednesday, March 12, 2014 at Compton High School at 7 p.m.

City Attorney Cornwell offered the following announcements/communications:

- Cordially invited the citizens to de-stress and practice Tai Chi Friday mornings at Dollarhide Neighborhood Center Friday at 8:30 a.m.

Mayor Brown offered the following announcements/communications:

- Mentioned the townhall meeting held last week at Saint John's Medical Clinic.
- Encouraged the community to attend the water townhall meeting to be held Wednesday, March 12, 2014 in the Council Chambers at 6:30 p.m.
- Spoke on a panel during the Democratic Convention hosted by Senator Holly Mitchell
- Attended the Women's History Breakfast hosted by the California Legislative Black Caucus
- Community Policing Taskforce Advisory meeting will be held March Thursday, 20, 2014 in the Blue Room at 10 a.m.
- Unity in the Community Day will be held Saturday, March 22, 2014 in Downtown Compton.
- Upcoming Prayer for Peace event will be held Monday, March 24, 2014 in front of the MLK monument at 7 p.m.
- First Annual Partnership Resource & Job Fair will be held Saturday, April 5, 2014 at the MLK monument center from 11 a.m. to 2 p.m. The event will include: over 200 employment opportunities for Compton residents, expungement services and nursing school recruiters.
- The deadline to enroll in Covered California healthcare is March 31, 2014. To enroll go to www.covered.ca.com or call (800) 300-1506.
- Attended the Anti-Defamation League (ADL) 2014 Sherwood Prize Luncheon in which the taskforce was honored that was responsible for the conviction of two active Compton gang-members that committed federal hate crimes against African American youths in the City of Compton, the first ever application of the Federal Matthew Shepard and James Byrd Jr. Hate Crimes Prevention Act of Southern California.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 9:52 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

March 25, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8637/LI0000326A

SUMMARY

Council will consider the claim of Henry L. Wesley (Claim No. I-8637/LI0000326A) presented to the City on February 3, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Ms. Wesley presented the above-referenced claim to the City Controller's Office on February 3, 2014. Mr. Wesley claims that on October 25, 2013 while making a turn on Walnut Street from Acacia, his vehicle struck potholes. He claims that the potholes caused damaged to two tires and a rim to his vehicle.

Staff has investigated this incident. The first step of the investigation is to determine whether the area is owned by the City. Our investigation revealed that this portion (location of alleged incident) of Walnut Street has not been dedicated to public use. A land developer is responsible for the maintenance of the street until they dedicate it to the City (if they choose to do so), which is generally at the time the property is subdivided. Based upon a review of Miscellaneous Records, Book 2, Page 524 and Parcel Map No. 1604, it appears that no records exist that support the dedication of this portion of Walnut Street for public use by the City. Based on the above, the City is not responsible for the maintenance of the street and not liable for damage allegedly resulting from the potholes.

FINANCIAL IMPACT

Two Hundred Seventy Six Dollars and Twenty Two Cents (\$276.22).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

March 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE CITY OF LOS ANGELES AND ACCEPT
URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE
AMOUNT OF \$4,348.00 (UASI-2013) AND AMEND THE FIRE
DEPARTMENT'S 2013-14 FISCAL YEAR BUDGET.**

SUMMARY

This resolution approves an agreement with the City of Los Angeles, authorizes acceptance of the Urban Area Security Initiative Grant (UASI 2013) and amends the Fire Department's 2013-14 Fiscal Year Budget to appropriate \$4,348.00 in grant funding.

BACKGROUND

On November 22, 2013, the City Council of the City of Los Angeles authorized an agreement to disburse UASI-2013 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS). By means of the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2013-2014. The Compton Fire Department will receive at total of \$4,348.00. The grant funds will be provided for the necessary training to plan and organize the Fire Department's needs to assist in building an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism.

STATEMENT OF THE ISSUE

In order to receive these funds a grant contract must be sign and forwarded to the City of Los Angeles Department Homeland Security and Public Safety. These funds will cover the cost of training equipment and/or materials for Fire Department staff.

FISCAL IMPACT

The Fire Department's 2013-2014 Fiscal Year Budgets must be amended to appropriate funds in the amount of \$4,348.00 to Account No. 1001-000-000-3569.

#4.

**UASI 2013 STAFF REPORT
PAGE 2**

ALTERNATIVE

Our alternatives are finding another funding source or not purchasing equipment at all.

RECOMMENDATIONS

Staff recommends that Council adopt the attached resolution.

**JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF LOS ANGELES AND ACCEPT URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE AMOUNT OF \$4,348.00 (UASI-2013) AND AMEND THE FIRE DEPARTMENT'S 2013-14 FISCAL YEAR BUDGET.

WHEREAS, on November 22, 2013, the City Council of the City of Los Angeles authorized an agreement to disburse UASI-2013 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS); and

WHEREAS, through the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2013 grant; and

WHEREAS, the City of Compton Fire Department will receive at total of \$4,348.00; and

WHEREAS, these grant funds will be provided for the necessary training to plan and organize the fire departments needs to assist in building an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism; and

WHEREAS, in order to receive these funds a grant contract must be signed and forwarded to the City of Los Angeles Department Homeland Security and Public Safety; and

WHEREAS, the Fire Department's 2013-14 Fiscal Year Budget must be amended to appropriate funds in the amount of \$4,348.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Manager is hereby authorized to enter into a Subrecipient Agreement for the FY 2013 Urban Area Security Initiative (UASI) Grant Program with the City of Los Angeles and accept on behalf of the City of Compton, the Urban Area Security Initiative Grant funds in the amount of \$4,348.00.

Section 2. That the Fire Department's 2013-14 Fiscal Year Budget shall be amended to appropriate funds to increase Revenue Account Number 1001-000-000-3569 by \$4,348.

Section 3. That a copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and the Fire Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
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ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That this Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS -
ABSTAIN: COUNCIL MEMBERS -
ABSENT: COUNCIL MEMBERS -

CITY CLERK OF THE CITY OF COMPTON



SUBRECIPIENT AGREEMENT

Jurisdiction: City of Compton

Title: FY 13 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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#4.

EXHIBITS

Exhibit A	Insurance (Not applicable to this Agreement)
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Drug Free Requirements
Exhibit E	Grant Assurances
Exhibit F	Grant Guidance Materials
Exhibit G	Workbook Ledgers
Exhibit H	Modification Request Form
Exhibit I	Sole Source Request Form
Exhibit J	Reimbursement Request Form
Exhibit K	CalOES Approved Forms
Exhibit L	Technology Standards

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF COMPTON

THIS SUBRECIPIENT AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the City of Compton, a municipal corporation (the “Subgrantee” or “Subrecipient”).

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through the Grant Programs Directorate within the Federal Emergency Management Agency (“FEMA” and along with DHS, collectively “Grantor”), has provided financial assistance to the Los Angeles/Long Beach Urban Area (“LA/LBUA”) through the Fiscal Year (FY) 2013 Urban Areas Security Initiative Grant Program (“UASI 13” or the “Grant”) in the amount of FiftyFour Million Seven Hundred Three Thousand Nine Hundred Sixty-Nine Dollars, \$54,703,969.00 (“Grant Funds”), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on November 22, 2013 (C.F. #13-0882); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Governor’s Office of Emergency Services (“CalOES”); and

WHEREAS, the Grant is being provided to support the development, sustainment and delivery of core capabilities essential to achieving National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety (“Mayor’s Office”) to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Mayor’s Office wishes to disburse UASI 13 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

#4.

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.# 13-0882, dated November 22, 2013).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Spring Street, Los Angeles, California 90012; and
- B. The City of Compton, a municipal corporation, having its principal office at 205 S. Willowbrook Avenue, Compton, California 90220.

§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 shall be given are as follows:
 - 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Eileen Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, California 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
Eileen.Decker@lacity.org
 - 2. The representative of the City of Compton shall be:

Jon Thompson, Fire Chief
Compton Fire Department
201 S. Acacia Avenue
Compton, California 90220
Phone: (310) 605-5671
jthompson@comptoncity.org
- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall 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 City by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall 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. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

II.

TERM AND SERVICES TO BE PROVIDED§201. Time of Performance

The term of this Agreement shall be from September 1, 2013 and end May 31, 2015 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2013 Homeland Security Grant Program Funding Opportunity Announcement ("DHS 13 Guidance"), (2) Grantor Information Bulletins, (3) CalOES 2013 Recipient Handbook ("CalOES 13 Handbook"), (4) CalOES FY 13 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit ("CalOES 13 Supplement"), (5) CalOES Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalOES FY 13 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2013 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY13 Investment Justifications submitted to DHS/FEMA/CalOES and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in

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such FY13 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) funds that have been budgeted for the same purpose through non-federal sources, and, upon request by the City, CalOES and/or Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it 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. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 230 and 48 CFR Part 31.2, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in the Grant or this Agreement may not be charged to other federal awards to overcome fund deficiencies. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300).

Subrecipient shall timely notify City and CalOES of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall 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 contemplated by this Agreement.

Subrecipient shall not be delinquent in the repayment of any Federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal

funds or payments shall submit a false claim for payment, reimbursement or advance. In the event of a violation of such requirement, Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the “Budget”). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.
1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.
 2. Budget modification requests must be submitted to the City every 30 days, as needed, pursuant to deadlines set by the City.. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalOES/Grantor.
 3. Final modification requests must be submitted to the City no later than 60 days prior to the end of the Term to provide the City time to meet CalOES/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- C. Subrecipient shall complete a UASI 13 Project Timeline (“Project Timeline”) provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall

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update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.

- D. [Intentionally Omitted]
- E. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalOES 13 Handbook, CalOES 13 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, DHS Terms and Conditions and DHS 13 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalOES if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

- 1. Shall 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 LA/LBUA, 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;
 - 2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- F. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following

categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.

1. Equipment shall 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 shall make Equipment available for use on other 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 shall be given to other programs or projects supported by the awarding agency.
3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
 - (a) The line item number and project number as stated in the Budget
 - (b) The equipment description as stated in the Budget
 - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
 - (d) The AEL title
 - (e) The invoice number
 - (f) The vendor
 - (g) Total cost (prime vendor)
 - (h) Total cost (general)
 - (i) Cash request #

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(j) Acquired date

(k) ID Tag #

(l) The condition and disposition of the equipment, indicating whether it is new or used

(m) The deployed location, including the address and/or name of the facility where the equipment is located

(n) The name and contact information to whom the equipment is assigned.

(o) Environmental and Historical Preservation (EHP) Notes

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit K.
9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as part of Exhibit K.
10. EOC Aviation or Watercraft, and EHP Request forms must be approved by CalOES in writing during the term of this Agreement. Request forms must be submitted to the City by April 3, 2014. Purchases may not be made nor may the project commence until

Request forms are submitted to and approved by the City. The City will notify the Subrecipient in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.
 12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- G. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalOES 13 Handbook, CalOES 13 Supplement, GMMs, Grantor Information Bulletins, DHS Terms and Conditions and DHS 13 Guidance. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms. Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.oes.ca.gov>.
- H. 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, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.
- I. As required by CalOES, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
- (1) Reimbursement Checklist
 - (2) Reimbursement Request Form

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- (3) Equipment Ledger
 - (4) Training Roster
 - (5) Exercise Roster
 - (6) Planning Roster
- J. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalOES prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalOES in their sole discretion.
- K. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalOES shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.
- L. Subrecipient agrees that any equipment, products, exercise, training, planning and organizational activities or any other services purchased, or the costs of which are reimbursed by, Grant Funds shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and such products, services or activities not so compliant shall be not eligible for reimbursement by Grant Funds. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit L. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data as set forth in Section 416 of this Agreement.

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III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Four Thousand Three Hundred Forty-Eight Dollars (\$4,348.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 13 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalOES tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

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1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.
 2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalOES and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or

reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

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IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be 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 remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§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. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, 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 no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- 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.

§407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall 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. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will 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 Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto 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.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall 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. Subrecipient covenants that none of its directors, officers, employees, or agents shall 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 44 CFR §13.36, 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" includes but is not limited to domestic partners 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.

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2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including 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 shall solicit or accept gratuities, favors, 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 shall 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 City's approval of any subcontract, the Subrecipient shall disclose to the City 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 shall be made to the guidelines, rules, and laws of the City 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 shall 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 shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, 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 §6250 et seq.).

§413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalOES/Grantor directives, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

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."* Subrecipient shall comply with requirements to acknowledge 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 by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall

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comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations “as applicable” (or a variation thereof) to the Subrecipient, it shall be construed to mean “as applicable” to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars and Forms

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); OBM Standard Form 424B Assurances – Non-construction Programs.

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to applicable rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply, as applicable, with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Subrecipient will provide, as applicable, 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 ADA. 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 contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. Subrecipient shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, *et seq.*, and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence, or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall 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 shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

- a. At any time during normal business hours and as often as the Grantor, CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall

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make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor, CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor or CalOES, through any authorized representative, or as required by applicable law, Grant regulations and guidance.

- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalOES and City representatives as may be requested and maintain appropriate backup documentation to support such reports. Subrecipient shall comply with all other special reporting, 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 funded by Grant Funds.
- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalOES and/or the City in connection with Subrecipient's use of Grant Funds.
- d. Subrecipient shall require any of its subgrantees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with the provisions governing Grantor, CalOES and the City's access to records, accounts, documents, information, facilities and staff as set forth in this Section 415(A)(5).
- e. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalOES/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalOES/Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

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

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- b. Subrecipient shall comply, as applicable, 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 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.
- c. Subrecipient shall comply, as applicable, with 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.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State 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, 44 CFR Part 19), 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 against individuals with 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, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR

Part 100; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient, or the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City and the Grantor/CalOES. The United States shall have the right to seek judicial enforcement of the obligations set forth herein. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalOES, and the DHS Office of Civil Rights and Civil Liberties.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable 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 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.

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Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalOES to ensure compliance with, the following laws: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (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) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (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); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds 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; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.
- c. Subrecipient shall 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. Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalOES, including, but not limited to, ground disturbance, construction, modification to any

structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. Subrecipient must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalOES for processing by the DHS/FEMA Grant Program Directorate EHP. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalOES and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, 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.
- e. Subrecipient shall comply, as 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.
- f. Subrecipient shall comply, as applicable, 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.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalOES 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.
- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.

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- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions 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 shall comply, as applicable, 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 and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall 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 shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract 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."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part

hereof. Failure to comply with these requirements may be cause for debarment.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 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.

Subrecipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall 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 shall 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. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 13 Guidance; CalOES 13 Supplement; CalOES 13 Handbook; CalOES FY 13 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act,

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Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

3. Technology Requirement:

(a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.

(b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.

(c) Subrecipient shall comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. Subrecipient agrees and acknowledges that the adoption of the National Incident Management System (NIMS) is a requirement to receive Grant Funds under this Agreement.

4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall 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, 15 U.S.C. §2225.

5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;

(b) Procure a commercial sex act during the period of time that the Grant award is in effect; or

(c) Use forced labor in the performance of the award or subaward under this Grant award.

Subrecipient understands and agrees that the City, CalOES and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:

(d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or

(e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either

(i) associated with performance under this Grant award; or

(ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

(f) It must inform the City and CalOES immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;

(g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalOES and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

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(iii) “Private entity” means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

(iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended.

6. “Classified national security information,” as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS “Standard Operating Procedures, Classified Contracting by States and Local Entities,” dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contact the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_sp11_handbook.pdf. In collecting PII, Subrecipient shall have a publicly-available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable 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.
11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified

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in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement 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, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/CalOES. Unless there is a prior agreement between the City and Grantor/CalOES, Grantor/CalOES shall determine whether to seek protection on the Invention. Grantor/CalOES shall 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, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/CalOES regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

City and Grantor/CalOES shall 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

Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by Grant Funds, the Grantor, at Grantor’s discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. “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 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 Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts. In addition, Subrecipient shall ensure that all its contractors, subcontractors and vendors funded by Grant Funds be contractually obligated to give the rights set forth in this Section 416 to the Subrecipient as well as the Grantor.

V.

DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete 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 and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-nine (39) pages and twelve (12) Exhibits which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor By _____ Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: HOLLY L. WOLCOTT, Interim City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: The City of Compton, a municipal corporation By _____ Date _____
ATTEST: By _____ City Clerk Date _____	[SEAL]

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: 13-0882 Date of Approval _____
 City Contract Number: _____

Exhibit A

Insurance

(Not applicable to this Agreement)

#4.

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds 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 in 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 that it is not debarred, suspended, ineligible, or voluntarily excluded from the 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.

#4.

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, 44 CFR Part 17, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
 - (a) 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;
 - (b) Have not within a three-year period preceding this Agreement 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 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
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

RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT C

#4.

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 Form to Report Lobbying" 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.
4. 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.

AGREEMENT NUMBER

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor 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.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. 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

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. 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
 - b. 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.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

AGREEMENT NUMBER

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**NOTE: Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit*

#4.

EXHIBIT E

California Governor's Office of Emergency Services
FY 2013 Grant Assurances
 (All HSGP Applicants)

Name of Applicant: City of Los Angeles

Address: 200 No. Spring Street, Room 303

City: Los Angeles State: CA Zip Code: 90012

Telephone Number: (213) 978-0730 Fax Number: (213) 978-0718

E-Mail Address: alisa.finsten@lacity.org

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

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. 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 Governor's Office of Emergency Services (Cal OES).
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to

#4.

- facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, 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, or detailed in the program guidance.
 10. 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, follow the federal and state approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
 11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
 12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the 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 these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
 13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
 14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
 15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
 16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
 17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. 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 connections.
22. 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 and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. 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 structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d *et seq.*), as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
 - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. 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.
 - h. Sections 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.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. 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.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. 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.
29. 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.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. 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. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and

Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. 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 OES and the DHS/FEMA 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.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), 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, and California Code of Regulations, Title 14, Chapter 3 Sections 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.
36. 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, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients 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, 15 U.S.C. § 2225.
40. 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."*
41. 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. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and 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 funds received which exceed the approved, actual expenditures as determined 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. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 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).
43. 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.
44. 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.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract,

subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
 Telephone: 202-447-5346
 Email: DD254AdministrativeSecurity@dhs.gov
 Mail: Department of Homeland Security
 Office of the Chief Security Officer
 ATTN: ASD/Industrial Security Program Branch
 Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.

50. 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. § 276c 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 sub-agreements.
51. Agrees that equipment acquired or obtained with grant funds:
- 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.
 - Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. 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 FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. 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". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, 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. Applicant certifies that it and its principals:
- 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.
 - 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 (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
 - d. 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.
57. Will comply with requirements to acknowledge 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.
 58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
 59. Will obtain, via Cal OES, the prior approval from DHS on any use of 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.
 60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of 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 B138942.
 61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
 62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
 63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,

#4.

Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the 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. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,

bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

#4.

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: Alisa Finsten

Printed Name of Authorized Agent: Alisa Finsten

Title: Director of Grants and Finance Date: September 27, 2013

EXHIBIT F

FY 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)

OVERVIEW INFORMATION

Issued By

U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA)

Catalog of Federal Domestic Assistance (CFDA) Number

97.067

CFDA Title

Homeland Security Grant Program

Funding Opportunity Announcement Title

Fiscal Year (FY) 2013 Homeland Security Grant Program (HSGP)

Authorizing Authority for Program

The Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

Appropriation Authority for Program

The Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6)

FOA Number

DHS-13-GPD-067-000-01

Key Dates and Time

Application Start Date: 05/21/2013

Application Submission Deadline Date: 06/24/2013 at 11:59:59 p.m. EST

Anticipated Funding Selection Date: 08/02/2013

Anticipated Award Date: 09/01/13

Other Key Dates

Applying for FY 2013 HSGP funds requires a two-step process. Step One: initial submission to determine eligibility and Step Two: full application. Applicants are encouraged to initiate Step One immediately after the FOA is published but no later than June 17, 2013, by submitting a complete Standard Form 424 to Grants.gov. Successful completion of this step is necessary for FEMA to determine eligibility of the applicant. Late submissions of Step One to Grants.gov could result in applicants missing the application deadline in Step Two. Once FEMA has determined an applicant to be eligible, applicants can proceed to Step Two which involves submitting the full

application package via the Non Disaster (ND) Grants system. The submission deadline for the full application package is June 24, 2013. For additional details see Section X of the full FOA.

Intergovernmental Review

Is an intergovernmental review required?

☒ Yes ☐ No

If yes, applicants must contact their State's Single Point of Contact (SPOC) to determine if the program has been selected for State review and comply with the State's process under Executive Order 12372. Names and addresses of the SPOCs are maintained at the Office of Management and Budget's (OMB's) home page at http://www.whitehouse.gov/omb/grants_spoc.

FOA EXECUTIVE SUMMARY

Program Type

Select the applicable program type:

☐ New ☒ Continuing ☐ One-time

Date of origin for Program: 11/25/2002

Opportunity Category

Select the applicable opportunity category:

☒ Discretionary ☐ Mandatory ☒ Competitive (OPSG only) ☒ Non-competitive

Application Process

DHS makes all funding opportunities available through the common electronic “storefront” Grants.gov, accessible on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions, please call the Grants.gov customer support hotline at (800) 518-4726.

Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” and then select “Download Application Package.” Enter the CFDA and/or the funding opportunity number located on the cover of this announcement. Select “Download Application Package,” and then follow the prompts to download the application package. To download the instructions, go to “Download Application Package” and select “Instructions.”

For additional details on how to apply, please refer to Section X of the full FOA.

Eligible Applicants

The following entities are eligible to apply directly to FEMA under this solicitation:

☒ State governments

For additional information, see the *Eligibility Criteria* section of this FOA.

Type of Funding Instrument

Select the applicable funding instrument:

☒ Grant ☐ Cooperative Agreement

Cost Share or Match

Select the applicable requirement:

☐ Cost Match ☐ Cost Share ☒ None Required

Maintenance of Effort

Is there a Maintenance of Effort (MOE) requirement?

☐ Yes ☒ No

Management and Administration

A maximum of up to five percent (5%) of HSGP funds awarded may be retained by the State, and any funds retained are to be used solely for M&A purposes associated with the HSGP award.

A State's HSGP funds for M&A calculation purposes equals the sum total of its SHSP, UASI, and, where applicable, OPSG awards. While the SAA may retain five percent (5%) of this total for M&A, grantees must still ensure that all subgrantee award amounts meet the mandatory minimum pass through requirements which are applicable to each HSGP program. Sub-grantees may also retain a maximum of up to five percent (5%) of funding passed through by the State solely for M&A purposes associated with the HSGP award. Local jurisdictions must receive 80 percent (80%) of the State's total SHSP and UASI awards, as well as 100 percent (100%) of the OPSG award amounts. For each respective HSGP sub-program, the amount passed through to local jurisdictions must reflect the applicable percentage of the State's award prior to withholding any M&A.

Indirect Costs

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.

FULL FOA

I. Funding Opportunity Description

Program Overview and Priorities

The FY 2013 HSGP is comprised of three interconnected grant programs:

- **State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.
- **Urban Areas Security Initiative (UASI):** The UASI program addresses the unique risk driven and capabilities-based planning, organization, equipment, training, exercise needs, of high-threat, high-density Urban Areas based on the THIRA-generated capability targets process and associated assessment efforts, and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.
- **Operation Stonegarden (OPSG):** OPSG supports enhanced cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

All three programs are founded on risk-driven, capabilities-based strategic plans. These strategic plans outline capability requirements and inform how available funding may be applied to manage risk. For these plans to be effective, government officials and elected leaders, working with the whole community, must consider how to sustain current capability levels and address potential shortfalls to prevent, protect, mitigate, respond to, and recover from disasters.

Program Objectives

The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas by setting the following priorities and objectives:

Priority One: Implementation of the NPS and a Whole Community Approach to Homeland Security and Emergency Management

- Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
- Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
- Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
- Objective Four: Sustaining Capabilities.

Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities

- Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)

Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers

- Objective One: Baseline Capabilities.
- Objective Two: Analytic Capabilities.

The Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6) authorized additional funding allocated at the discretion of the Secretary of the Department Homeland Security, to support appropriated programs in FY 2013. DHS has augmented the SHSP and UASI grant programs in FY 2013 by allocating an additional \$163.4 million to support the following priority areas:

Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness

- Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.

Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events

- Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
- Objective Two: Improve community first aid training.

Minimum funding amounts are not prescribed by the Department for these priorities; however grantees are expected to support state, local, and regional efforts in achieving the desired outcomes of one or more of these priorities.

For additional information on program priorities and objectives for FY 2013 HSGP, refer to Appendix B – *Program Specific Priorities*.

#4.

II. Funding Information

Award Amounts, Important Dates, and Extensions

Available Funding for this FOA: \$968,389,689

HSGP Programs	FY 2013 Allocation
State Homeland Security Program	\$354,644,123
Urban Areas Security Initiative	\$558,745,566
Operation Stonegarden	\$55,000,000
Total	\$968,389,689

Projected Number of Awards: 56

Projected Award Start Date(s): 10/01/2013

Projected Award End Date(s): 09/30/2015

Period of Performance: 24 months

Grantees must accept their grant awards no later than 90 days from the award date. The grantee shall notify the awarding agency of its intent to accept and proceed with work under the award, or provide a written notice of intent to decline. Funds will remain on hold until the grantee accepts the award through official correspondence (e.g., written, electronic signature, signed letter or fax to Grant Programs Directorate [GPD]) and all other conditions of award have been satisfied, or the award is otherwise rescinded. Failure to accept the grant award within the 90 day timeframe may result in a loss of funds.

For details on program-specific funding amounts, please refer to Appendix A – *FY 2013 Program Specific Allocations*.

Period of Performance

Is an extension to the period of performance permitted?

☒ Yes ☐ No

Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications as to why an extension is required. Agencies should request extensions sparingly and expect extensions to be granted only under exceptional circumstances. For additional information on the period of performance extensions, refer to Information Bulletin (IB) 379 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

Additional Funding Information

In FY 2013, the total amount of funds distributed under this grant program will be \$968,389,689. The specific information regarding funding allocations for the three HSGP programs are detailed below:

SHSP Allocations: FY 2013 SHSP funds will be allocated based on three factors: minimum amounts as legislatively mandated, DHS' risk methodology, and anticipated effectiveness of proposed projects. The anticipated effectiveness is assessed based on the applicant's description of how the proposed projects, as outlined in the IJ, align with the State THIRA. Each State and territory will receive a minimum allocation under SHSP using the thresholds established in the 9/11 Act and codified at 6 U.S.C. § 605. All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for SHSP. Four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, for SHSP. For details on program-specific funding amounts, please refer to Appendix A – *FY 2013 Program Specific Allocations*.

UASI Allocations: FY 2013 UASI funds will be allocated based on DHS' risk methodology and anticipated effectiveness of proposed projects. The anticipated effectiveness is assessed based on the applicant's description of how the proposed projects, as outlined in the IJ, align with the Urban Area THIRA. Eligible candidates for the FY 2013 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States, in accordance with the 9/11 Act. For details on program-specific funding amounts, please refer to Appendix A – *FY 2013 Program Specific Allocations*.

Law Enforcement Terrorism Prevention Activities (LETPA) Allocations: Pursuant to the relevant provisions of the *Homeland Security Act of 2002* (Public Law 107–296), as amended (6 U.S.C. § 607), States are required to ensure that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities linked to one or more core capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.

OPSG Allocations: FY 2013 OPSG funds will be allocated based on risk-based prioritization using a U.S. Customs and Border Protection (CBP) Sector-specific border risk methodology. Factors considered include, but are not limited to: threat, vulnerability, miles of border, and other border-specific “law enforcement intelligence,” as well as feasibility of FY 2013 Operation Orders to designated localities within the United States border States and territories. For details on program-specific funding amounts, please refer to Appendix A – *FY 2013 Program Specific Allocations*.

Eligible sub-recipients under the FY 2013 OPSG are local units of government at the county level and Federally-recognized tribal governments in the States bordering Canada (including Alaska), States bordering Mexico, and States and territories with international water borders. The State Administrative Agency (SAA) is the only entity eligible to apply to FEMA for FY 2013 OPSG funds on behalf of the county or similar level of government and federally-recognized tribal governments. Eligible States and territories with a county or similar level of government structure are authorized to accept

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applications on behalf of the alternative unit of local government. SAAs in this situation must advise FEMA in writing as to their intent. *Note: Not all eligible applicants are guaranteed to receive funding under the FY 2013 OPSG.* For details on program-specific funding amounts, please refer to Appendix A – *FY 2013 Program Specific Allocations*.

III. Eligibility Information

Eligibility Criteria

All 56 States and territories are eligible to apply for SHSP funds. For those States and territories that are eligible for UASI and/or OPSG funds, the SAA is the only entity eligible to submit applications to FEMA on behalf of UASI and OPSG applicants.

IV. Funding Restrictions

Restrictions on Use of Award Funds

DHS grant funds may only be used for the purpose set forth in the grant, and must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, 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.

Pre-award costs are allowable only with the written consent of DHS and if they are included in the award agreement.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. Federal employees may not receive funds under this award.

There may be limitations on the use of HSGP funds for the following categories of costs:

- Management and Administration
- Planning
- Organization
- Equipment
- Training
- Exercises
- Maintenance and Sustainment
- Critical Emergency Supplies
- Construction and Renovation

For additional details on restrictions on the use of funds, please refer to Appendix C – *Funding Guidelines*. In addition, there are specific restrictions on funds for certain components of HSGP, including the following:

SHSP and UASI Pass-Through Requirements: Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the States to make funds available to local units of government, combinations of local units, or other specific groups or organizations. The State's pass-through requirement must be met within 45 days of the award date for the HSGP. Four requirements must be met to pass-through grant funds:

- There must be some action to establish a firm commitment on the part of the awarding entity
- The action must be unconditional on the part of the awarding entity (i.e., no contingencies for availability of SAA funds)
- There must be documentary evidence of the commitment
- The award terms must be communicated to the official grantee

The SAA must obligate at least 80 percent (80%) of the funds awarded under SHSP and UASI to local units of government within 45 days of receipt of the funds. A letter of intent (or equivalent) to distribute funds is not considered sufficient. Award sub-recipients must receive their funds within 45 days from the date the funds are first made available to the grantee so that they can initiate implementation of approved investments. For Puerto Rico, the SAA must also obligate at least 80 percent (80%) of the funds to local units of government within 45 days of receipt of the funds. No pass-through requirements will be applied to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. Any UASI funds retained by the SAA must be used to directly support the designated Urban Areas in the State.

Under SHSP, the State may retain more than 20 percent (20%) of SHSP funding for expenditure made by the State on behalf of the local unit of government. This may occur only with the written consent of the local unit of government, with the written consent specifying the amount of funds to be retained and the intended use of funds. If a written consent agreement is already in place from previous fiscal years, FEMA will continue to recognize it for FY 2013. If any modifications to the existing agreement are necessary to reflect new initiatives, States should contact their assigned FEMA Program Analyst.

If UASI funds are used by the SAA in support of the Urban Area, the SAA must, as part of the up to 10 Investments, propose an Investment describing how UASI funds will be used by the SAA to directly support the Urban Area.

OPSG Funds: The recipient must pass through 100 percent (100%) of OPSG allocations to eligible jurisdictions. The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county level or equivalent Operational Order/Fragmentary Operations Order with an embedded estimated operational budget has been reviewed and approved through an official e-mail notice issued by FEMA removing this special programmatic condition.

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Funds Transfer Restriction: The recipient is prohibited from transferring funds between programs (SHSP, UASI, and OPSG). Grantees are allowed to submit an Investment/project where funds come from multiple funding sources (i.e., SHSP/UASI); however, grantees are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS. For additional details on restrictions on the use of funds, please refer to Appendix C – *Funding Guidelines*.

V. Application Review Information and Selection Process

Application Review Information

FY 2013 HSGP applications will be evaluated through a review process for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Investments. The results from the review process may require applicants to revise submissions before the release of HSGP funding.

SHSP and UASI: FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of risk driven, capabilities-based Investment Justifications (IJs) by the established due dates and verification of alignment to Urban Area, State, and regional THIRAs; State Preparedness Reports (SPRs); and national priorities. State and Urban Area Homeland Security Strategies will also be examined for further context regarding current capability levels and how IJs address potential shortfalls to prevent, protect, mitigate, respond to, and recover from disasters.

OPSG: Applications will be reviewed by the SAA and CBP/Border Patrol (BP) Sector Headquarters for completeness and adherence to programmatic guidelines as well as operational content prior to submission to FEMA.

Operations Orders developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, with the emphasis on the Executive Summary, Mission, and Budget. This information will be used to evaluate the anticipated feasibility, need, and impact of the Operations Orders.

FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of Operations Orders and Inventory of Operations Orders by the established due dates. FEMA and CBP/BP will use the results of both the risk analysis and the Federal review to make recommendations for funding to the Secretary of Homeland Security.

SAA and CBP/BP OPSG Program leads will ensure a coordinated approach to maintain application and operations order pre-submission accountability.

Following the review by State and CBP/BP Sector Headquarters, each application will be forwarded for review by a Federal review panel comprised of evaluators from components within FEMA and CBP/BP Headquarters.

Application Selection Process

FY 2013 SHSP and UASI are non-competitive programs. For additional information on FY 2013 SHSP and UASI allocations, refer to Appendix A – *FY 2013 Program Specific Allocations*.

Funds for FY 2013 OPSG will be allocated competitively. This includes the use of risk-based prioritization using CBP Sector-specific border risk to include, but not limited to: threat, vulnerability, miles of border, and other border-specific law enforcement intelligence. Each applicant's final funding allocation will be determined by using a combination of the results of the risk analysis and feasibility of the Operations Orders.

VI. Post-Selection and Pre-Award Guidelines

Notice of Award

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions available within Section 6.1.1 of <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Upon approval of an application, the award will be made in the form of a grant. The date the approval of award is entered in the system is the "award date." Notification of award approval is made through the ND Grants system through an automatic e-mail to the grantee point of contact listed in the initial application. Once an award has been approved and recorded in the system, a notice is sent to the authorized grant official. Follow the directions in the notification to accept your award documents. The authorized grant official should carefully read the award package for instructions on administering the grant and to learn more about the terms and conditions associated with responsibilities under Federal awards.

Administrative and Federal Financial Requirements

Grantees are obligated to submit various financial and programmatic reports as a condition of their award acceptance. Please see below for a summary of financial and/or programmatic reports as required. Future awards and funds drawdown may be withheld if these reports are delinquent.

- 1. Federal Financial Report (FFR) – required quarterly.** Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425). A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail. The final FFR is due 90

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days after the end date of the performance period. FFRs must be filed electronically through the Payment and Reporting System (PARS).

2. **Initial Strategy Implementation Plan (ISIP).** Following the award of grant funds, awardees will be responsible for reporting planned expenditures of the newly awarded grant funds to meet the pass-through requirement. The applicable SAAs are responsible for completing and submitting the ISIP online. The ISIP is due within 45 days of the award date.
3. **Grant Close-Out Process.** Within 90 days after the end of the period of performance, or after an amendment has been issued to close out a grant, whichever comes first, grantees must submit a final FFR and final progress report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FFR. The grantee is responsible for returning any funds that have been drawn down but remain as unliquidated on grantee financial records. As part of the final report, grantees must submit the Tangible Personal Property Report (SF-428), available at http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-428.pdf, to provide an inventory of all tangible personal property acquired using NSGP funds. An inventory of all construction projects that used HSGP funds has to be reported using the Real Property Status Report (Standard Form SF 429) available at http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-429.pdf.

Programmatic Reporting Requirements

1. **Performance Progress Report (SF-PPR).** Awardees are responsible for providing updated performance reports using the SF-PPR (OMB Control Number: 0970-0334) on a biannual basis. The SF-PPR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Grantees must complete the cover page of the SF-PPR and submit it as an attachment to the ND Grants system. The SF-PPR can be accessed online at http://www.na.fs.fed.us/fap/SF-PPR_Cover%20Sheet.pdf.

Grantees will be required to report on progress towards implementing plans described in their application as well as progress made towards implementing performance measures as described in the *Program Specific Priorities* located in Appendix B. As part of the SF-PPR, grantees will be required to report on progress towards implementing the following performance measures:

- Compliance of both States and Urban Areas in submitting an annual update to their THIRA, aligned with Comprehensive Preparedness Guidance (CPG) 201
- Compliance of States submitting an annual capability assessment through the SPR;
- The percentage of funding that supports maintenance and sustainment of the National Preparedness Goal's core capabilities for each project described in the IJ at the time of application;
- Progress made towards completing each project identified in the IJ at the time of application;
- For all SHSP and UASI grantees, progress made toward making their Emergency Operations Plans (EOPs) compliant with CPG 101 v.2 as reported through the *Plan Analysis Tool*;
- Percentage of HSGP grant funded personnel credentialed or trained to support a reported number of defined Tier I or Tier II NIMS-typed teams and personnel needed to deliver one or more core capabilities as described in the Goal;
- Percentage of total HSGP purchased equipment that contributes to a Tier I or Tier II NIMS-typed resource in support of enhancing or maintaining a core capability as described in the Goal;
- Percentage of Tier I or Tier II NIMS-typed resources and core capabilities built utilizing grant funds;
- For fusion centers, the achievement of capabilities and compliance with measurement requirements within the Maturation and Enhancement of State and Major Urban Area Fusion Centers priority through the annual Fusion Center Assessment Program managed by the DHS Office of Intelligence and Analysis (I&A) and reported to FEMA;
- Percentage of SHSP and UASI that have submitted a certification for their agency indicating the number of personnel who have completed the applicable Nationwide SAR Initiative;
- For SHSP and UASI grantees, establishment of a planning body and demonstration that its membership and activities reflect the whole community. A list of stakeholder agencies and other members should be included along with a summary of planning activities during the report period.

- 2. State Preparedness Report (SPR) Submittal.** Section 652(c) of the *Post-Katrina Emergency Management Reform Act of 2006* (Public Law 109-295), 6 U.S.C. §752(c), requires any State that receives Federal preparedness assistance to submit an SPR (OMB Control Number: 1660-0131) to FEMA. States submitted the most recent SPR in December 2012, which meets this requirement in order to receive funding under the FY 2013 HSGP. States must ensure the SPRs reflect their THIRA targets as well as activities and input from the full scope of emergency management agency partners, such as the public health department, the health care sector, and public safety agencies.
- 3. Biannual Strategy Implementation Reports (BSIR).** In addition to the Quarterly Reports grantees are responsible for completing and submitting BSIR reports. The BSIR is due within 30 days after the end of the reporting period (July 30 for the

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reporting period of January 1 through June 30 (the summer BSIR report); and January 30 for the reporting period of July 1 through December 31 (winter BSIR report)). Updated obligations and expenditure information must be provided within the BSIR to show progress made toward meeting strategic goals and objectives as well as how expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR is not due until at least six months after the award notice has been received by the grantee.

4. **Exercise Evaluation and Improvement.** Exercises implemented with grant funds should evaluate the performance of capabilities against the level of capabilities required. Guidance related to exercise evaluation and the implementation of improvements is defined in the Homeland Security Exercise and Evaluation Program (HSEEP) located at <https://hseep.dhs.gov>.
5. **Monitoring.** Grant recipients will be monitored on an annual and as needed basis by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each Federal assistance award and will identify areas where technical assistance, corrective actions and other support may be needed.

VII. DHS FEMA Contact Information

Contact and Resource Information

This section describes several resources that may help applicants in completing a FEMA grant application. These points of contact are also available for successful applicants who may require assistance during execution of their award.

Financial and Administrative Information

1. **Grant Programs Directorate (GPD).** GPD's Grant Operations Division Business Office provides financial support and technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov.
2. **FEMA Regions.** FEMA Regions may also provide fiscal support, including pre- and post-award administration and technical assistance to the grant programs included in this solicitation. For a list of contacts, please go to <http://www.fema.gov/about/contact/regions.shtm>.

3. **GPD Environmental Planning and Historic Preservation (GPD-EHP).** The FEMA GPD-EHP Team provides guidance and information about the EHP review process to grantees and sub-grantees. All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.gov. EHP Technical Assistance, including the EHP Screening Form, can be found at https://www.rkb.us/ehp_docs.cfm.

Programmatic Information

1. **Centralized Scheduling and Information Desk (CSID).** CSID is a non-emergency comprehensive management and information resource developed by DHS 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, grantees 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@dhs.gov, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST.

Systems Information

1. **Grants.gov.** For technical assistance with Grants.gov, please call the Grants.gov customer support hotline at (800) 518-4726.
2. **Non Disaster (ND) Grants.** For technical assistance with the ND Grants system, please contact ndgrants@fema.gov or (800) 865-4076.

VIII. Other Critical Information

Emergency Management Assistance Compact (EMAC) Membership

In support of the NPG, grantees must belong to, be located in, or act as a temporary member States of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2013 HSGP funding by States, territories, and Tribes must be readily deployable to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the mitigation mission area of the NPG, and fusion centers.

National Preparedness

DHS coordinates with local, State, territory, tribal, and Federal governments as well as the private and nonprofit sectors to facilitate an all-of-nation/whole community, risk driven, and capabilities-based approach to preparedness. This approach is grounded in the identification and assessment of risk through the THIRA. Urban Areas and States

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must maintain and update their THIRAs, and States their SPRs, annually to ensure that the community's shared understanding of risk evolves to account for changes in the risk landscape, including successful mitigation efforts, emerging threats, hazards, and associated consequences. Information on the NPS can be found in the National Preparedness System Description (released Nov 2011), which is posted on the FEMA website at <http://www.fema.gov/national-preparedness/national-preparedness-system>. Additional details regarding the NPS and how it's supported by the HSGP can be found in Appendix B – *Program Specific Priorities*.

National Incident Management System (NIMS) Implementation

Prior to allocation of any Federal preparedness awards in FY 2013, grantees must ensure and maintain adoption and implementation of NIMS.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet incident needs. Utilization of the standardized resource management concepts such as typing, inventorying, and cataloging promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management and national Tier I NIMS Resource Types can be found at <http://www.fema.gov/resource-management>.

FEMA has developed the NIMS Guideline for Credentialing of Personnel to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes, and identifies tools which Federal Emergency Response Officials (FEROs) and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although State, local, tribal, and private sector partners—including nongovernmental organizations—are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so in order to leverage the Federal investment in the Federal Information Processing Standards (FIPS) 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction. Additional information can be found at

http://www.fema.gov/pdf/emergency/nims/nims_alert_cred_guideline.pdf

Environmental Planning and Historic Preservation (EHP) Compliance. As a Federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Grantees and sub-grantees proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the

proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project.

SAFECOM Guidance for Emergency Communications Grants Compliance

Grantees (including sub-grantees) that are using HSGP funds to support emergency communications activities should comply with the *FY 2013 SAFECOM Guidance for Emergency Communications Grants*. SAFECOM Guidance is available at <http://www.safecomprogram.gov/grant/Default.aspx>.

Emergency Operation Plans (EOPs)

Grantees must update their EOP at least once every two years. An evaluation matrix to describe and calculate the percentage towards compliance with CPG 101 v.2 is available at <http://www.fema.gov/national-preparedness/plan>.

Threat and Hazard Identification and Risk Assessment (THIRA)

Grantees must update their THIRA through the SPR by December 31, 2013. Further details on the THIRA as it relates to HSGP requirements can be found in Appendix B – *Program Specific Priorities*. For additional guidance on THIRA, please refer to CPG 201 and the supplemental toolkit, available at <http://www.fema.gov/national-preparedness/plan>.

Citizen Corps Reporting

To demonstrate whole community engagement, Citizen Corps Councils and Community Emergency Response Team (CERT) programs must register new programs or update information on the website in order to be considered by a state or local jurisdiction for inclusion in their IJs when applying for HSGP funds. Program updates can be made at <http://www.ready.gov/citizen-corps>. The Citizen Corps and CERT Core Capabilities Tool (CCT) has been developed to help grantees develop IJs that reference how Citizen Corps and CERT activities contribute to and support core capabilities. The CCT is available at <http://www.ready.gov/citizen-corps/-/citizen-corps-grant-information-and-financial-resources>.

IX. How to Apply

Application Instructions

Investment Justification (SHSP and UASI). As part of the FY 2013 HSGP application process for SHSP and UASI funds, applicants must develop a formal IJ that addresses each Investment being proposed for funding. The IJ must demonstrate how proposed projects support sustainment of existing core capabilities or address shortfalls and deficiencies in one or more core capabilities outlined in the NPG and as identified in their most recent State Preparedness Report. The IJ must also describe engagement

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with and/or impacts on the general and vulnerable populations, to include children, the elderly, pregnant women, and individuals with disabilities such as those with access and functional needs. Consistent with the purpose of the program, the IJ must demonstrate alignment to Urban Area, State, and regional THIRAs, SPRs, national priorities, and applicable guidance provided by FEMA.

Instructions for SHSP

- Applicants may propose up to 10 projects within each Investment in their IJ to describe the activities they would like to implement with SHSP funds
- Of the proposed Investments, applicants are required to propose at least one Investment to provide funding support to the State's primary fusion center, as designated by the Governor. Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission
- Grantees investing in emergency communications should describe how activities align to their Statewide Communication Interoperable Plan (SCIP). Grantees should coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems

Instructions for UASI

- Urban Areas may propose up to 10 projects within each Investment in their IJ to describe the activities they are planning to implement with UASI funds
- If applicable, of the proposed 10 Investments, Urban Areas are required to propose at least one Investment in support of a designated fusion center within the Urban Area. Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission
- If UASI funds are used by the SAA in support of the Urban Area, the SAA must, as part of the up to 10 Investments, propose an Investment describing how UASI funds will be used by the SAA to directly support the Urban Area.
- Grantees investing in emergency communications should describe how activities align to the SCIP. Grantees should coordinate with the Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications Investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems

For specific instructions on completing and submitting Investments, please refer to Appendix D – *FY 2013 HSGP Investment Justification Template and Instructions*.

Operations Order and Detailed Budget Summary (OPSG). As part of the FY 2013 OPSG application process, each eligible local unit of government at the county level or Federally-recognized tribal government must develop their Operations Order in

coordination with State and Federal law enforcement agencies, to include, but not limited to CBP/BP. Operations Orders that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the Operations Order should address this in the Executive Summary. The details should include the names of the agencies, the points of contact, and the individual funding requests. All applications must be coordinated through the CBP sector office and that BP will forward application to the SAA for review.

X. Application and Submission Information

Address to Request Application Package

FEMA makes all funding opportunities available on the Internet at <http://www.grants.gov>. If you experience difficulties accessing information or have any questions please call the Grants.gov customer support hotline at (800) 518-4726.

Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” enter the CFDA number (97.067) or the FOA Number noted in the Overview Information section of the FOA and then select “Download Application Package”. Select “Download Application Package,” and then follow the prompts to download the application package. To download the instructions, go to “Download Application Package” and select “Instructions.”

Content and Form of Application

- 1. Application via Grants.gov.** All applicants must file their applications using the Administration’s common electronic “storefront” – <http://www.grants.gov>. Eligible grantees must apply for funding through this portal, accessible on the Internet at <http://www.grants.gov>.

The application must be started and submitted using Grants.gov after registration in the System for Award Management (SAM) is confirmed. The on-line application includes the following required form:

- Standard Form 424, Application for Federal Assistance

Applying for FY 2013 HSGP funds requires a two-step process. Step One: initial submission to determine eligibility and Step Two: full application. Applicants are encouraged to initiate Step One as soon after the FOA is published but no later than June 17, 2013. This involves submitting a complete Standard Form 424 to www.grants.gov. The Standard Form 424 will be retrieved by ND Grants and the system will automatically populate the relevant data fields in the application. Successful completion of this step is necessary for FEMA to determine eligibility of the applicant. Late submissions to Grants.gov to complete Step One could result in applicants missing the application deadline in Step Two. Once FEMA

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has determined an applicant to be eligible, applicants can proceed to Step Two which involves submitting the full application package via the ND Grants system. The submission deadline for the full application package is June 24, 2013.

The application must be completed and final submission made through the ND Grants system located at <https://portal.fema.gov>. If you need assistance registering for the ND Grants system, please contact ndgrants@fema.gov or (800) 865-4076. Applicants are encouraged to begin their ND Grants registration at the time of solicitation to ensure they have adequate time to start and complete their application submission. Unless otherwise referenced, the ND Grants system includes the following required forms and submissions:

- Standard Form 424A, Budget Information (Non-construction)
- Standard Form 424B, Standard Assurances (Non-construction)
- Standard Form 424C, Budget Information (Construction)
- Standard Form 424D, Standard Assurances (Construction)
- Standard Form LLL, Disclosure of Lobbying Activities (if the grantee has engaged or intends to engage in lobbying activities)
- Grants.gov (GG) Lobbying Form, Certification Regarding Lobbying
- FEMA Form 112-0-3C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- For SHSP and UASI funds, an IJ Report (OMB Control Number: 1660-0125/FEMA Form 089-1) from the Grants Reporting Tool (see Appendix D – *FY 2013 HSGP Investment Justification Template and Instructions*)
- For UASI funds, an overview of the Urban Area Working Groups (UAWG) structure and a list of members and their associated jurisdictions
- For OPSG funds, Operations Orders and Detailed Budget Summary (OMB Control Number: 1660-0119/FEMA Form 089-16) from eligible local units of government at the county level and federally-recognized tribal governments within States and territories
- For OPSG funds, inventory of Operations Orders in FEMA-provided template

The program title listed in the CFDA is “*Homeland Security Grant Program.*” The CFDA number is **97.067**.

- 2. Dun and Bradstreet Data Universal Numbering System (DUNS) Number.** The applicant must provide a DUNS number with their application. This number is a required field within <http://www.grants.gov> and for SAM. Organizations should verify that they have a DUNS number, or take the steps necessary to obtain one, as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at (866) 705-5711.
- 3. System for Award Management (SAM).** The application process also involves an updated and current SAM registration by the applicant at <http://www.sam.gov>. Please ensure that your organization’s name, address, DUNS number and EIN are

up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

Applicants will obtain FOA Overviews and Full Announcement information from the Grants.gov website where the full FOA is posted.

In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Announcement is: (800) 462-7585.

Applications will be processed through the Grants.gov portal or the ND Grants system.

Hard copies of the application will not be accepted.

Appendix A – FY 2013 Program Specific Allocations

FY 2013 SHSP Funding Allocations

Based upon ongoing intelligence analysis and threat assessments, DHS continues to allocate SHSP, UASI, and OPSG funds based upon risk. DHS defines risk as: “potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences” (see: <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>). For the purposes of HSGP, risk is evaluated using an analytical model developed by DHS in conjunction with other Federal entities as the product of three principal variables:

- *Threat* – the likelihood of an attack occurring;
- *Vulnerability* – the relative exposure to an attack; and
- *Consequence* – the expected impact of an attack.

The risk model is used to allocate HSGP funds and is informed by the risk to specific threats and vulnerabilities—taking into account regional variations—to include the potential risk of terrorism to people, critical infrastructure, and economic security to estimate the relative risk of terrorism faced by a given area. The threat analysis now takes into account threats from domestic violent extremists as well as international terrorist groups and those individuals inspired by terrorists abroad.

FY 2013 SHSP Allocations

State/Territory	FY 2013 Allocation	State/Territory	FY 2013 Allocation
Alabama	\$3,459,364	Montana	\$3,459,364
Alaska	\$3,459,364	Nebraska	\$3,459,364
American Samoa	\$790,712	Nevada	\$3,459,364
Arizona	\$3,972,417	New Hampshire	\$3,459,364
Arkansas	\$3,459,364	New Jersey	\$7,264,241
California	\$52,204,659	New Mexico	\$3,459,364
Colorado	\$3,459,364	New York	\$66,732,460
Connecticut	\$3,459,364	North Carolina	\$4,773,429
Delaware	\$3,459,364	North Dakota	\$3,459,364
District of Columbia	\$3,581,094	Northern Mariana Islands	\$790,712
Florida	\$9,574,272	Ohio	\$6,693,676
Georgia	\$5,918,784	Oklahoma	\$3,459,364
Guam	\$790,712	Oregon	\$3,459,364
Hawaii	\$3,459,364	Pennsylvania	\$8,718,570
Idaho	\$3,459,364	Puerto Rico	\$3,459,364
Illinois	\$14,222,962	Rhode Island	\$3,459,364
Indiana	\$3,459,364	South Carolina	\$3,459,364
Iowa	\$3,459,364	South Dakota	\$3,459,364
Kansas	\$3,459,364	Tennessee	\$3,459,364
Kentucky	\$3,459,364	Texas	\$18,650,481
Louisiana	\$3,459,364	U.S. Virgin Islands	\$790,712
Maine	\$3,459,364	Utah	\$3,459,364
Maryland	\$5,325,727	Vermont	\$3,459,364
Massachusetts	\$4,888,662	Virginia	\$6,446,710
Michigan	\$5,789,215	Washington	\$5,646,176
Minnesota	\$3,459,364	West Virginia	\$3,459,364
Mississippi	\$3,459,364	Wisconsin	\$3,459,364
Missouri	\$3,459,364	Wyoming	\$3,459,364
Total:		\$354,644,123	

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FY 2013 UASI Allocations

Pursuant to provisions of the 9/11 Act, eligible UASI sites were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by OMB. MSAs are used by DHS to determine eligibility for participation in the program. *Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried.* Detailed information on MSAs is publicly available from the United States Census Bureau at <http://www.census.gov/population/www/metroareas/metrodef.html>.

The jurisdictions identified in Appendix A – *FY 2013 Program Specific Allocations* represent the candidate Urban Areas eligible to apply for funding. In each of these Urban Areas a UAWG will be responsible for coordinating the development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process.

FY 2013 UASI Allocations

State/Territory	Urban Area	FY 2013 Allocation
Arizona	Phoenix Area	\$5,500,000
California	Anaheim/Santa Ana Area	\$3,000,000
	Bay Area	\$27,252,169
	Los Angeles/Long Beach Area	\$65,908,396
	Sacramento Area	\$3,000,000
	San Diego Area	\$16,873,461
Colorado	Denver Area	\$3,000,000
District of Columbia	National Capital Region	\$51,839,027
Florida	Miami/Fort Lauderdale Area	\$5,500,000
	Tampa Area	\$3,000,000
Georgia	Atlanta Area	\$5,500,000
Illinois	Chicago Area	\$67,727,836
Maryland	Baltimore Area	\$5,500,000
Massachusetts	Boston Area	\$17,564,687
Michigan	Detroit Area	\$5,500,000
Minnesota	Twin Cities Area	\$5,500,000
Missouri	St. Louis Area	\$3,000,000
New Jersey	Jersey City/Newark Area	\$21,663,035
New York	New York City Area	\$174,290,662
North Carolina	Charlotte Area	\$3,000,000
Pennsylvania	Philadelphia Area	\$17,567,086
	Pittsburgh Area	\$3,000,000
Texas	Dallas/Fort Worth/Arlington Area	\$14,622,684
	Houston Area	\$23,936,523
Washington	Seattle Area	\$5,500,000
Total:		\$558,745,566

FY 2013 SHSP and UASI LETPA Minimum

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
Alabama				\$3,459,364	\$3,459,364	\$864,841
Alaska				\$3,459,364	\$3,459,364	\$864,841
American Samoa				\$790,712	\$790,712	\$197,678
Arizona	Phoenix Area	\$5,500,000	\$5,500,000	\$3,972,417	\$9,472,417	\$2,368,104
Arkansas				\$3,459,364	\$3,459,364	\$864,841
California	Anaheim/Santa Ana Area	\$3,000,000	\$116,034,026	\$52,204,659	\$168,238,685	\$42,059,671
	Bay Area	\$27,252,169				
	Los Angeles/Long Beach Area	\$65,908,396				
	Sacramento Area	\$3,000,000				
	San Diego Area	\$16,873,461				
Colorado	Denver Area	\$3,000,000	\$3,000,000	\$3,459,364	\$6,459,364	\$1,614,841
Connecticut				\$3,459,364	\$3,459,364	\$864,841
Delaware				\$3,459,364	\$3,459,364	\$864,841
District of Columbia	National Capital Region	\$51,839,027	\$51,839,027	\$3,581,094	\$55,420,121	\$13,855,030
Florida	Miami/Fort Lauderdale Area	\$5,500,000	\$8,500,000	\$9,574,272	\$18,074,272	\$4,518,568
	Tampa Area	\$3,000,000				
Georgia	Atlanta Area	\$5,500,000	\$5,500,000	\$5,918,784	\$11,418,784	\$2,854,696
Guam				\$790,712	\$790,712	\$197,678
Hawaii				\$3,459,364	\$3,459,364	\$864,841
Idaho				\$3,459,364	\$3,459,364	\$864,841
Illinois	Chicago Area	\$67,727,836	\$67,727,836	\$14,222,962	\$81,950,798	\$20,487,700
Indiana	Indianapolis Area			\$3,459,364	\$3,459,364	\$864,841
Iowa				\$3,459,364	\$3,459,364	\$864,841
Kansas				\$3,459,364	\$3,459,364	\$864,841
Kentucky				\$3,459,364	\$3,459,364	\$864,841
Louisiana	New Orleans Area			\$3,459,364	\$3,459,364	\$864,841
Maine				\$3,459,364	\$3,459,364	\$864,841
Maryland	Baltimore Area	\$5,500,000	\$5,500,000	\$5,325,727	\$10,825,727	\$2,706,432
Massachusetts	Boston Area	\$17,564,687	\$17,564,687	\$4,888,662	\$22,453,349	\$5,613,337
Michigan	Detroit Area	\$5,500,000	\$5,500,000	\$5,789,215	\$11,289,215	\$2,822,304
Minnesota	Twin Cities Area	\$5,500,000	\$5,500,000	\$3,459,364	\$8,959,364	\$2,239,841
Mississippi				\$3,459,364	\$3,459,364	\$864,841
Missouri	St. Louis Area	\$3,000,000	\$3,000,000	\$3,459,364	\$6,459,364	\$1,614,841
Montana				\$3,459,364	\$3,459,364	\$864,841
Nebraska				\$3,459,364	\$3,459,364	\$864,841
Nevada	Las Vegas Area			\$3,459,364	\$3,459,364	\$864,841
New Hampshire				\$3,459,364	\$3,459,364	\$864,841
New Jersey	Jersey City/Newark Area	\$21,663,035	\$21,663,035	\$7,264,241	\$28,927,276	\$7,231,819
New Mexico				\$3,459,364	\$3,459,364	\$864,841
New York	New York City Area	\$174,290,662	\$174,290,662	\$66,732,460	\$241,023,122	\$60,255,781

FY 2013 SHSP and UASI LETPA Minimum (continued)

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
North Carolina	Charlotte Area	\$3,000,000	\$3,000,000	\$4,773,429	\$7,773,429	\$1,943,357
North Dakota				\$3,459,364	\$3,459,364	\$864,841
Northern Mariana Islands				\$790,712	\$790,712	\$197,678
Ohio				\$6,693,676	\$6,693,676	\$1,673,419
Oklahoma				\$3,459,364	\$3,459,364	\$864,841
Oregon	Portland Area			\$3,459,364	\$3,459,364	\$864,841
Pennsylvania	Philadelphia Area	\$17,567,086	\$20,567,086	\$8,718,570	\$29,285,656	\$7,321,414
	Pittsburgh Area	\$3,000,000				
Puerto Rico				\$3,459,364	\$3,459,364	\$864,841
Rhode Island				\$3,459,364	\$3,459,364	\$864,841
South Carolina				\$3,459,364	\$3,459,364	\$864,841
South Dakota				\$3,459,364	\$3,459,364	\$864,841
Tennessee				\$3,459,364	\$3,459,364	\$864,841
Texas	Dallas/Fort Worth/Arlington Area	\$14,622,684	\$38,559,207	\$18,650,481	\$57,209,688	\$14,302,422
	Houston Area	\$23,936,523				
U.S. Virgin Islands				\$790,712	\$790,712	\$197,678
Utah				\$3,459,364	\$3,459,364	\$864,841
Vermont				\$3,459,364	\$3,459,364	\$864,841
Virginia				\$6,446,710	\$6,446,710	\$1,611,678
Washington	Seattle Area	\$5,500,000	\$5,500,000	\$5,646,176	\$11,146,176	\$2,786,544
West Virginia				\$3,459,364	\$3,459,364	\$864,841
Wisconsin				\$3,459,364	\$3,459,364	\$864,841
Wyoming				\$3,459,364	\$3,459,364	\$864,841
Total		\$558,745,566	\$558,745,566	\$354,644,123	\$913,389,689	\$228,347,423

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FY 2013 OPSG Eligible States and Territories

States and Territories		
Alabama	Massachusetts	Pennsylvania
Alaska	Michigan	Rhode Island
Arizona	Minnesota	South Carolina
California	Mississippi	Texas
Connecticut	Montana	Vermont
Delaware	New Hampshire	Virginia
Florida	New Jersey	Washington
Georgia	New Mexico	Wisconsin
Hawaii	New York	Puerto Rico
Idaho	North Carolina	U.S. Virgin Islands
Louisiana	North Dakota	American Samoa
Maine	Ohio	Guam
Maryland	Oregon	Northern Mariana Islands

Note: Not all applicants are guaranteed to receive funding under the FY 2013 OPSG.

Appendix B – Program Specific Priorities

The Alignment of HSGP to the National Preparedness System (NPS)

The NPS is the instrument the Nation will employ to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (Goal). The Goal is “a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.” The objective of the NPS is to facilitate an integrated, all-of-Nation, risk informed, capabilities-based approach to preparedness. The guidance, programs, processes, and systems that support each component of the NPS enable a collaborative, whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government (<http://www.fema.gov/whole-community>).

National preparedness is a shared responsibility of the whole community. Every member must be given the opportunity to contribute.

FY 2013 HSGP plays an important role in the implementation of the NPS by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The HSGP allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Particular emphasis will be placed on capabilities that address the greatest risks to the security and resilience of the United States, and the greatest risks along the Nation’s borders. Funding will support deployable assets that can be utilized anywhere in the Nation through automatic assistance and mutual aid agreements, including but not limited to the EMAC.

Using the core capabilities, FY 2013 HSGP supports the achievement of the NPG by:

- Preventing a threatened or an actual act of terrorism.
- Protecting our citizens, residents, visitors, and assets against the greatest threats and hazards.
- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

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The core capabilities contained in the Goal are highly interdependent and require us to use existing preparedness networks and activities, improve training and exercise programs, promote innovation, and ensure that the appropriate administrative, finance, and logistics systems are in place.

To support building, sustaining, and delivering these core capabilities grantees will use the components of the NPS. The components of the NPS are: Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. For more information on each component, read the National Preparedness System Description available at <http://www.fema.gov/national-preparedness/national-preparedness-system>.

Building and Sustaining Core Capabilities

FY 2013 HSGP focuses on the development and sustainment of core capabilities as outlined in the Goal. Particular emphasis will be placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States and that can be utilized nationwide. HSGP uses a comprehensive process for assessing regional and national risks and identifying capability needs in order to prioritize and invest in key deployable assets, as well as those elements that support deployment.

Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The most essential capabilities are the core capabilities identified in the Goal.

Working together, individuals, government officials, and elected leaders can develop plans to allocate resources effectively to reduce risk. For these plans to be effective, those involved must consider methods to reduce and manage risk as well as how to sustain appropriate levels of capability and address potential shortfalls in order to achieve the Goal.

Achieving the Goal will require participation and resources from the whole community. Not all capabilities can be addressed in a given local, State, or Federal funding cycle, nor can funding be expected to flow from any one source. Officials must prioritize the achievement of certain capabilities to most effectively ensure their security and resilience while understanding the effects of not addressing other identified needs. Building and sustaining capabilities will include a combination of organizational resources, equipment, training, and education. Consideration must also be given to finding, connecting to, and strengthening community resources by using the expertise and capacity of individuals, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. Jurisdictions must also use mutual aid agreements to fill needs and work with partners to develop regional capabilities. Ultimately, a jurisdiction may need to rely on other levels of government or partners to

address a particular need. This expectation should be communicated well before an event occurs when the capabilities are most urgently needed.

As these issues are considered in light of the eligible activities, the results of an effective risk assessment must inform jurisdictions' preparedness, strategic and business planning efforts. This risk picture will provide an understanding of potential consequences from the range of threats and hazards a community faces daily as well as those infrequent events that would stress the core capabilities of a jurisdiction. Coupled with the desired outcomes and capability targets established by a community, this combined perspective is crucial to enabling all levels of government to effectively estimate the level of capabilities required to manage its greatest risks.

Files and information on the NPS can be found at <http://www.fema.gov/national-preparedness/national-preparedness-system>.

THIRA and Capability Estimation Process

Knowledge of risks enables a community to make informed decisions about how to manage risk and develop needed capabilities. Risk is commonly thought of as a product of a threat or hazard, the vulnerability of a community or facility to a threat or hazard, and the resulting consequences that may impact the community or facility. By considering these elements of risk, which often change, as well as the impact of successful mitigation initiatives, as outlined in the National Preparedness System (<http://www.fema.gov/national-preparedness-system>), a jurisdiction can understand how to best manage or reduce its exposure to risk.

Federal investments in local, State, territory, and tribal preparedness capabilities have contributed to the development of a significant national-level capacity to prevent, protect against, mitigate, respond to, and recover from emergencies and catastrophic incidents. The HSGP Program prescribes national capability priorities in order to prioritize and invest in key deployable capabilities.

A THIRA provides a comprehensive approach for identifying and assessing risks and associated impacts. It expands on existing local, tribal, territorial, and State Hazard Identification and Risk Assessments (HIRAs) and other risk methodologies by broadening the factors considered in the process, incorporating the whole community throughout the entire process, and by accounting for important community-specific characteristics. A guide on how to complete a THIRA is available at <http://www.fema.gov/national-preparedness/plan>.

A jurisdiction should apply the results of their THIRA through a capability estimation process to determine the resources needed to deliver core capabilities to the targets set in their THIRAs, identify what resources they currently have to meet those needs, and determine where they currently have adequate resources and surpluses that may need to be maintained or shortfalls that may need to be filled. Jurisdictions should examine current capability levels through the lens of real-world incidents, assessments, and exercises to determine whether changes to current capability levels are warranted. This capability estimation process should consider identifying, connecting to, and

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strengthening community resources by using the expertise and capability of the whole community; individuals, communities, the private and nonprofit sectors, faith-based organizations, and all levels of government.

The outputs of the capability estimation process serve as the foundation for jurisdictions to work with whole community partners to develop strategies to reduce resource requirements through mitigation and protection activities, sustain current strengths in investments where capabilities have already been built, obtain required resources from whole community partners or borrow resources through mutual aid to bridge shortfalls, and build new capabilities through grants and investments. A jurisdiction should consider all resources available to it, including local and State appropriations, bond initiatives, mutual aid, and Federal grants, as appropriate, to support building and sustaining capabilities.

Data from the State Hazard Mitigation Plan, Fusions Centers and other sources of threat and risk data should be considered when developing a THIRA, conducting a capability estimation process, and developing a strategic plan. Ultimately, a jurisdiction may find that it can address capability needs through existing or new mutual aid agreements with neighboring communities or fill shortfalls through the private sector or other means in order to build and sustain capabilities.

Risk-informed planning, such as that based on the THIRA output is consistent with and expands on nationally accepted emergency management standards, which have long required using risk assessments, such as hazard mitigation plans, as the basis for planning across the mission areas. A continuous cycle of identifying and assessing risk, estimating capabilities, implementing strategic plans, and incorporating the results into future THIRAs allows a jurisdiction to identify and understand changes to its risk landscape. It also provides the means to communicate and educate individuals, families, businesses, organizations, community leaders, and senior officials on the risks facing a community and the required capabilities to address them. Grantees must also ensure that regional plans (e.g., emergency operations plans, local/regional/state catastrophic plans, etc.) incorporate the desired outcomes and capability targets from the THIRA in order to address the roles, responsibilities, strategies and procedures necessary to deliver the core capabilities, and achieve secure and resilient communities.

The primary grantee of HSGP funds is responsible for sharing the results from their State and Urban Area's THIRA, which informs and supports the SPR, with their FEMA Federal Preparedness Coordinator (FPC).

Updates to the THIRA guidance are under development based on feedback and experiences gained from the 2012 THIRA submittals. An updated version of the guidance, reflecting that feedback, and guidance on the capability estimation process, will be available in the near future, to guide development of 2013 THIRAs.

Strengthening Governance Integration

DHS preparedness grant programs are intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response and Recovery that are necessary to prepare for incidents that pose the greatest risk to the Nation's security. Each program reflects the Department's intent to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

DHS requires that all governance processes that guide the allocation of preparedness grant funds adhere to the following guiding principles:

- *Prioritization of Investments* – resources must be allocated to address the most critical capability needs.
- *Transparency* – stakeholders must be provided visibility on how preparedness grant funds are allocated and distributed, and for what purpose.
- *Substantive Local Involvement* – the tools and processes that are used to inform the critical priorities which DHS grants support must include local government representatives. At the state and regional level, local risk assessments must be included in the overarching analysis to ensure that all threats and hazards are accounted for.
- *Flexibility with Accountability* – recognition of unique preparedness gaps at the local level, as well as maintaining and sustaining existing capabilities.
- *Support of Regional Coordination* – recognition of inter/intra-state partnerships and dependencies at the state and regional level, and within metropolitan areas

Reporting on Program Priorities

Priority One: Implementation of the National Preparedness System through a whole community approach to achieve a secure and resilient nation

DHS preparedness grant programs offer resources for State, local, tribal, and regional partners to support approaches described in documents such as the NPG, the NPS description, and “*A Whole Community Approach to Emergency Management: Principles, Themes, and Pathways for Action*” to include development and sustainment of critical capabilities needed to close shortfalls, increasing national preparedness.

Communities are challenged to develop collective, local abilities to withstand the potential impacts of natural disasters and terrorist threats, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capacity calls for innovative approaches across the community, including emergency management to build up existing practices, institutions, and organizations that help make local communities successful, and that can leverage this infrastructure if

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and when an incident occurs (for details see <http://www.fema.gov/about/wholecommunity.shtm>).

Objective One: Update of Threat and Hazard Identification and Risk

Assessments (THIRAs) THIRA processes at all levels of government establish a defensible and rational foundation to guide preparedness activities and investments. In order to qualify for HSGP funding, all grantees shall develop and maintain a THIRA, which informs and supports the SPR.

An effective THIRA includes clearly defined desired outcomes and sets capability targets for relevant core capabilities. Capability targets should be based on analysis of the consequences of the threats and hazards of greatest concern with consideration of empirical data to the maximum degree possible. THIRA findings and subsequent SPR results should be incorporated into each applicant's preparedness strategy, planning initiatives, and IJs.

An integrated, whole community THIRA is envisioned in the NPS in which jurisdictions' respective THIRAs can inform one another using a common framework. FEMA will continue to refine the THIRA process and toolkits.

Measurement Methods

- Percentage of THIRAs and SPRs that meet current DHS guidance.

Reporting

- States and Urban Areas are required to submit an annual update to their THIRA. States will submit their THIRA update to their respective FEMA Region as part of their SPR. Urban Areas will submit their THIRA update through their SAA to their respective FEMA Region. THIRA submissions shall be in alignment with CPG 201. State and Urban Area submissions of the updated THIRA and State submissions of the SPR are due no later than December 31, 2013. The State should coordinate with each eligible Urban Area to ensure that UASI THIRA submission occurs significantly in advance of this deadline as the State must include the Urban Area's input when conducting the statewide SPR assessment. The Urban Area should coordinate internally to ensure that its submission represents all jurisdictions within the UASI program.

Objective Two: Planning – including strategic planning for sustaining and building capabilities and planning to deliver capabilities.

The Comprehensive Preparedness Guide (CPG) 101 v.2, helps planners at all levels of government in their efforts to develop and maintain viable all-hazards, all-threats Emergency Operations Plans (EOPs) by engaging the whole community in thinking through the life cycle of a potential crisis, determining required capabilities that support the NPG, and establishing a framework for roles and responsibilities. All

SHSP and UASI grantees shall maintain, or revise as necessary, jurisdiction wide emergency operations plans consistent with the CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. CPG 101 v.2 can be found at <http://www.fema.gov/national-preparedness/plan>. Grantees must update their EOP at least once every two years. A *Plan Analysis Tool* to describe progress towards aligning with CPG 101 v.2 is published and available at <http://www.fema.gov/national-preparedness/plan>.

In building future EOPs, planners should anticipate the increasing complexity and decreasing predictability of the future operating environment. These efforts should actively use strategic foresight, including the multiple driving forces of change and the associated evolving strategic needs shown in FEMA's *Crisis Response and Disaster Resilience 2030 Report*. The Report can be found at <http://www.fema.gov/strategic-planning-analysis-spa-division/strategic-foresight-initiative>.

Measurement Method

- All SHSP and UASI grantees will report progress toward aligning their EOP with CPG 101 v.2 by completing the *Plan Analysis Tool* CPG 101 v.2 available at <http://www.fema.gov/plan>.

Reporting

- SHSP and UASI grantees are required to submit a *Plan Analysis Tool* annually that describes the percentage completion of the CPG 101 v.2 compliance. UASI grantees that do not maintain a unified Urban Area EOP are required to have each jurisdiction within the Urban Area submit a Plan and Analysis Support Tool annually. Grantees should refer to IB 388a at <http://www.fema.gov/library/viewRecord.do?id=6440> for additional guidance on this reporting requirement.
- The most recent *Plan Analysis Tool* must be submitted as part of the summer reporting period as an attachment in ND Grants throughout the period of performance of the award.

Objective Three: Organization – Typing of equipment or teams and credentialing of personnel (to include training) in alignment with the National Incident Management System (NIMS). A well-executed mission requires carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) from the Whole Community to meet identified requirements. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking resources will facilitate the identification, dispatch, deployment, and recovery of these resources.

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Measurement Method

- Percentage of total HSGP purchased equipment that contributes to a NIMS-typed resource in support of enhancing or maintaining a core capability;
- Percentage of HSGP grant funded personnel credentialed or trained in a given capability to support a reported number of defined NIMS-typed positions or teams; and
- Percentage of defined NIMS-typed resources and core capabilities built utilizing grant funds.

Reporting

- All SHSP and UASI grantees will report all HSGP-funded equipment or credentialing and training that was purchased to support NIMS-typed resources along with the NIMS-typed resource it supports. This data must be provided as part of the SF-PPR using the Grant-Funded Typed Resource Report available at <http://www.fema.gov/library/viewRecord.do?id=6432>. The resources should be reported only after equipment is delivered or after credentialing/training has occurred and the corresponding grant funds have been expended. The Tool should be submitted biannually as an attachment to the performance report in the ND Grants system.
- Grantees must identify the specific resources, capability supported, and whether it is a Tier I or Tier II NIMS-typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The description and listing of Tier I NIMS-typed resources can be found in individual documents under Resource Typing Definitions located at <http://www.fema.gov/resource-management>. Each NIMS-typed resource should list equipment and training on separate lines and include the total amount of grant dollars expended for equipment or training that supports the NIMS-typed resources. The equipment purchased column should include all equipment purchased with grant funds to support that NIMS-typed resource. If grant funds have supported both equipment and training for the same NIMS-typed resource, please make a note of this in the comment section so that NIMS-typed resources are not double counted.
- All grantees will report the total number of defined NIMS-typed resources and core capabilities built utilizing the resources of this grant as part of the SF-PPR.
- Grantees shall submit the Grant-Funded Typed Resource Report via ND Grants during the summer and winter reporting periods.

Objective Four: Sustaining Capabilities.

In this time of limited resources, HSGP grantees should ensure that grant funding is utilized to sustain critical core capabilities within the NPG that were funded by past HSGP funding cycles to include training of personnel and lifecycle replacement of equipment. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. If new core capabilities are being

sought utilizing HSGP funding, grantees must ensure that the capabilities are deployable outside of their community to support regional and national efforts or otherwise shareable with regional partners. All capabilities being built or sustained must have a clear linkage to one or more core capabilities in the NPG.

Measurement Method

- Percentage of funding, on a project-by-project basis that supports the maintenance and sustainment of the NPG's core capabilities.

Reporting

- As part of programmatic monitoring grantees will be required to describe how expenditures first support maintenance and sustainment of current NPG core capabilities within the BSIR. HSGP grantees will, on a project-by-project basis, check one of the following:
 - Sustaining or maintaining a capability acquired with Federal homeland security funding;
 - Sustaining or maintaining a capability acquired without Federal homeland security funding; or
 - Developing or acquiring a new core capability

Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities

The threat of violent extremism in America is not new. Throughout history, misguided groups—including international and domestic terrorist organizations, neo-Nazis and anti-Semitic hate groups – have engaged in horrific violence to kill innocent civilians and threaten free and open societies. Most recently al-Qa'ida and its affiliates have attempted to recruit and radicalize people to terrorism here in the United States, as we have seen in several plots and attacks in recent years. The President's plan *"Empowering Local Partners to Prevent Violent Extremism in the United States"*¹ outlines how the Federal government will support and help empower American Communities and their local partners to prevent violent extremism.

As the terrorist threat to the United States has evolved, Federal, State, and local governments have sought to expand their capacity to detect and mitigate the threat posed by those who seek to carry out violent attacks against the people, government or critical infrastructure of the United States. In support of the NPG's core capabilities, DHS encourages the use of SHSP and UASI funding for programs and initiatives that directly support local efforts to enable interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity, in accordance with

¹ <http://www.whitehouse.gov/the-press-office/2011/08/03/empowering-local-partners-prevent-violent-extremism-united-states>

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applicable Privacy/Civil Rights Civil Liberties (P/CRCL) protections. Such activities include:

- Maturation and enhancement of designated State and major Urban Area fusion centers, including information sharing and analysis, target hardening, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the “If You See Something, Say Something™” campaign to raise public awareness of indicators of terrorism and violent crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremists; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States;
- Develop and enhance law enforcement measures associated with preventing and/ or responding to active shooter or complex mass casualty attacks including training, exercises, and operational overtime to address evolving threat related circumstances; and
- Increased physical security, including through law enforcement personnel and other protective measures, by implementing preventive and protective measures in support of at-risk nonprofit organizations.

Objective One: NSI Training. All personnel funded with SHSP and UASI funding and engaged in the NSI will complete the Nationwide Suspicious Activity Reporting Program Management Office’s on-line SAR training for front line officers.

Measurement Method

- Any agency (grantees and sub grantees) that receives SHSP and UASI funding will be required to submit a certification for their agency indicating the number of personnel who have completed the applicable Nationwide SAR Initiative trainings.

Reporting

- Initial report: NSI SAR trainings for law enforcement, fire service/EMS, emergency management, and 9-1-1 call taker/dispatcher personnel must be completed online at http://nsi.ncirc.gov/training_online.aspx. The NSI Program Management Office (PMO) will capture reporting figures through the online training program no less than on an annual basis. Agencies unable to participate and/or complete the training online may request that a training DVD be mailed to them at no cost. Requests can be submitted to the NSI PMO at

nsiinformation@ncirc.gov. All such electronic requests must be accompanied by the completed form located at <http://nsi.ncirc.gov/sartraining/default.aspx> to show the projected number of trainees. Agencies will be required to report to the NSI PMO the *projected* number of personnel to be trained prior to receiving the DVD.

- Subsequent reports: All new hires within the applicable agency are required to complete the training within their first year of employment. All previously trained personnel must complete refresher training every other year, or earlier if necessary.

Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers

DHS preparedness grants continue to support designated State and major Urban Area fusion centers (see <http://www.dhs.gov/fusion-center-locations-and-contact-information>) and the maturation of the Information Sharing Environment (ISE). Fusion centers, a critical component of our Nation's distributed homeland security and counterterrorism architecture, provide grassroots intelligence and analytic capabilities within the state and local environment. Fusion centers contribute to the ISE through their role in receiving threat information from the Federal government; analyzing that information in the context of their local environment; disseminating that information to local agencies; and gathering tips, leads, and SAR initiatives from local agencies and the public. Enhancing and sustaining these capabilities across the National Network of Fusion Centers (National Network) helps to empower law enforcement, fire service/emergency medical services (EMS), emergency management, public health and other public safety and homeland security personnel by helping them understand local implications of national intelligence, thus enabling them to better protect their communities.

A National Network also provides a mechanism for the Federal government to receive information from SLTT partners, which helps create a more complete threat picture at the National level. Participating in the Nationwide SAR Initiative enables fusion centers to receive and analyze suspicious activity reporting from frontline public safety personnel, the private sector, and the public, and ensure the sharing of SAR with the Federal Bureau of Investigation-led Joint Terrorism Task Forces for further investigation. The *2010 National Security Strategy* identifies fusion centers as critical in enlisting all of our intelligence, law enforcement, fire service, emergency management, and homeland security capabilities to prevent acts of terrorism on American soil.

In support of this strategic vision, the Department of Homeland Security's Office of Intelligence & Analysis (DHS I&A) is requiring designated State and major Urban Area fusion centers to participate in an annual assessment of their achievement of Critical Operational Capabilities (COCs) and Enabling Capabilities (ECs), as detailed in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*. The results from this assessment, to be conducted in the fall of 2013, will help fusion centers identify gaps in their COCs and ECs and focus Federal investment so resources are targeted to mitigate any identified capability gaps and shortfalls and sustain existing capabilities. This will enhance fusion centers' capacity to improve the nation's ability to safeguard the homeland and prevent

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terrorist and criminal activity, while enabling local officials to better protect their communities.

As maturation of the National Network continues to be a high priority in FY 2013, DHS is requiring that all fusion center related funding requests be consolidated into a single (1) Investment for States or Urban Areas in which designated fusion centers reside, and this Investment must address funding support for the designated fusion center. The single Investment provides state and urban areas a means to centrally manage and report on fusion center related activities. **Grantees must coordinate with the fusion center when developing a fusion center Investment prior to submission, and the Investment must directly align to and reference any capability gaps and shortfalls identified during the center's individual 2012 Fusion Center Assessment Report. In particular, each proposed project included in the fusion center Investment must reference the corresponding COC or EC, as well as associated attribute(s), the funding investment is intended to address.** Additionally, any jurisdiction or agency that leverages HSGP funds to support intelligence- or fusion process-related activities (i.e., intelligence unit, real time crime information and analysis centers, etc.) must ensure these efforts are integrated and/or coordinated with the respective designated State or major Urban Area fusion center(s).

Background: The *Baseline Capabilities for State and Major Urban Area Fusion Centers* (September 2008) (<http://www.dhs.gov/national-network-fusion-centers-fact-sheet>) identifies the baseline capabilities for fusion centers and the operational standards necessary to achieve each of the capabilities across the National Network. Federal partners, in coordination with fusion center directors, prioritized four COCs, which reflect the operational priorities of the National Network, and four ECs, which provide a foundation for the fusion process. Enhancing and sustaining these capabilities across the National Network creates a national capacity to gather, process, analyze, and share information in support of efforts to protect the country. During the annual fusion center assessment, fusion centers are assessed on their ability to execute the COCs and ECs.

Objective One: Baseline Capabilities. Fusion centers leveraging SHSP and/or UASI grant funds must prioritize the allocation of these grant funds to address any capability gaps and shortfalls identified as a result of the 2012 Fusion Center Assessment and maintain and enhance capabilities in execution of the COCs and ECs. This will ensure the implementation of common and consistent operational standards across the National Network.

Objective Two: Analytic Capabilities. All fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps and shortfalls in analytic capability identified during the annual fusion center assessment.

Measurement Methods (Fusion Center Reporting and Compliance)

In order to effectively measure implementation of this priority, designated State and major Urban Area fusion centers leveraging SHSP and/or UASI grant funds will be evaluated based upon compliance with the following:

- Successful completion of the annual Fusion Center Assessment Program managed by the DHS I&A. The Fusion Center Assessment Program evaluates each Fusion Center against the COCs and ECs and is comprised of the self-assessment questions, staffing, product, and cost assessment data tables, and validation
- Maintain approved plans, policies, or SOPs and, per the Fusion Center Assessment Program, and, when applicable, demonstrate improvement in each of the four COCs
- Maintain an approved Privacy, Civil Rights, and Civil Liberties (P/CRCL) policy that is determined to be at least as comprehensive as the *ISE Privacy Guidelines*
- Conduct a compliance review of their P/CRCL policy in accordance with the *Privacy Civil Rights and Civil Liberties Compliance Verification for the Intelligence Enterprise* (<http://it.ojp.gov/docdownloader.aspx?ddid=1285>)
- Ensure all staff receive annual training on the center's P/CRCL policies
- Ensure all staff are trained on 28 CFR Part 23
- Ensure all Federally funded criminal intelligence databases comply with 28 CFR Part 23
- All fusion center analytic personnel must meet designated competencies, as identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, that have been acquired through experience or training courses
- Successfully complete an exercise to evaluate the implementation of the COCs at least once every two years and address any corrective actions arising from the successfully completed exercises within the timeframe identified in the each exercise' AAR
- Post 100 percent (100%) of distributable analytic products (as defined by the annual assessment process) to the Homeland Security Information Network's (HSIN's) Homeland Security State & Local Intelligence Community of Interest (HS SLIC) as well as any other applicable portals, such as LEO, RISS, their agency portal, etc.
- Have formalized process (as defined by the annual assessment process) to track incoming and outgoing Requests for Information (RFI), including send/recipient and actions taken
- For States that have multiple designated fusion centers, the primary fusion center has documented a plan that governs the coordination and interactions of all fusion centers within the state

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Reporting

- For SHSP and UASI, fusion centers will report on the achievement of capabilities and compliance with measurement requirements within the Maturation and Enhancement of State and Major Urban Area Fusion Centers priority through the annual Fusion Center Assessment Program managed by DHS I&A and reported to FEMA

Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness

Building and sustaining preparedness is an ongoing effort and the National Campaign for Preparedness seeks to support the Goal through a range of existing and innovative activities including: Federal preparedness efforts; grants, technical assistance and other Federal preparedness resources; research and development efforts; and a comprehensive national preparedness campaign, inclusive of public outreach and community-based and private-sector programs.

With support from FY 2013 SHSP and UASI funding, grantees are encouraged to foster individual and community preparedness and resilience in support of the National Campaign for Preparedness by identifying resource needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated. This priority may be achieved by:

- Promoting preparedness activities that empower communities to organize themselves and take direct action to put local residents in leadership roles in planning, organizing, and sharing accountability for the success of local disaster management related projects and programs
- Actively supporting citizen preparedness drills, exercises, and community days of action such as the Great Shakeout, as well as preparedness initiatives for local schools and campuses, educational institutions, faith based organizations and private businesses
- Demonstration of progress toward whole community inclusion in development of emergency plans and integration of nontraditional resources in emergency plans (e.g., EOPs)

Measurement Methods

- Percentage of funding, on a project by project basis that support community preparedness efforts across all five mission areas.

Reporting

- As part of the Biannual Strategy Implementation Report (BSIR), states and urban areas are required to report progress made toward meeting strategic goals and objectives as well as how Planning, Organization, Equipment, Training and Exercises (POETE) expenditures support in this priority.

Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events

In recognition of the substantial impact mass casualty events have on families, communities, and state, local and regional first responder agencies and public/private medical service providers, FY 2013 SHSP and UASI grantees are encouraged to apply funding in support of efforts to improve mass casualty care capabilities with a specific focus on providing immediate emergency care to victims of mass casualty events, including mass shootings. This priority may be achieved by:

- Engaging in mass casualty planning, training, and exercises specifically involving law enforcement, fire service, and EMS providers to rapidly deploy into areas that have been cleared but not secured in order to initiate treatment at or near the point of injury and effect rescue of survivors. Plans, training and exercises must include strategies that ensure the health and safety of first responders and citizen responders, and training associated with the prevention and detection of secondary attacks
- Improving coordination between law enforcement, fire service, EMS systems, other first responder agencies, and local healthcare delivery and trauma systems to improve victim triage, treatment and transport, to ensure patients are distributed to appropriate levels of definitive emergency care
- Establishing protocols on the medical principles of tactical emergency casualty care and conducting training for responders
- Empowering community bystanders through public education initiatives and training about life sustaining actions and how they can support survivors and providers in a mass casualty event.

Grantees are strongly encouraged to develop or enhance existing relationships with law enforcement agencies at the local, state and Federal level to collaborate on innovative prevention and protection strategies that substantially reduce the impact of mass casualty events.

Measurement Methods

- Percentage of funding, on a project by project basis that support mass casualty preparedness efforts.

Reporting

- As part of the Biannual Strategy Implementation Report (BSIR), states and urban areas are required to report progress made toward meeting strategic goals and objectives as well as how Planning, Organization, Equipment, Training and Exercises (POETE) expenditures support in this priority.

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Homeland Security Strategy Updates

FY 2013 HSPG requires State and Urban Area Homeland Security Strategies be updated every other year, and shall be informed by THIRA and capability estimation process results. The assessment and results support communities' strategic planning initiative and informs efforts needed to adapt to and manage the changing risk landscape, sustain strengths, and obtain or borrow resources from whole community partners. Further, strategic planning for preparedness provides communities the basis to make informed resource allocation decisions in a resource constrained environment. Implementation of strategies to better deliver core capabilities should involve iterative updates of the THIRA and capability estimation processes to ensure they reflect current and anticipated future realities.

Collaboration with Other Federal Preparedness Programs

DHS strongly encourages States, Urban Areas, and regions to understand other Federal preparedness programs in their jurisdictions and to work with them in a collaborative manner to leverage all available resources and avoid duplicative activities. For example, U. S. Department of Health and Human Services (HHS) has two robust preparedness programs – Center for Disease Control (CDC) Public Health Emergency Preparedness (PHEP) cooperative agreement program and Assistant Secretary for Preparedness and Response's (ASPR's) Hospital Preparedness Program (HPP) cooperative agreement program – that focus on preparedness capabilities. CDC's 15 public health preparedness capabilities and ASPR's eight healthcare preparedness capabilities serve as operational components for many of the NPG core capabilities, and collaboration with the PHEP directors and HPP coordinators can build capacity around shared interests and investments that fall in the scope of these HHS cooperative agreements and the 2013 HSGP.

Each SHSP and UASI funded Investment that addresses biological risk, patient care or health systems preparedness should be implemented in a coordinated manner with other Federal emergency preparedness programs such as those administered by the HHS Office of the Assistant Secretary for Preparedness and Response, the CDC, and the U.S. Department of Transportation's (DOT) National Highway Traffic Safety Administration.

Consolidation of Law Enforcement Terrorism Prevention Activities

Per the 2006 of the *Homeland Security Act of 2002* (Public Law 107–296), as amended, (6 U.S.C. § 607), States are required to ensure that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities. The LETPA allocation can be from SHSP, UASI or both. This requirement does not include award funds from OPSG. Please refer to Appendix A – *FY 2013 Program Specific Allocations* for LETPA minimum allocations for SHSP and UASI by jurisdiction.

In order to leverage funds for LETPA, activities outlined in the Building Law Enforcement Terrorism Prevention Capabilities are eligible for use of LETPA focused

funds. Other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

Supplemental SHSP Guidance

The SHSP is a core assistance program that provides funds to build capabilities at the State, local, tribal, and territorial levels, to enhance our national resilience to absorb disruptions and rapidly recover from natural disasters and terrorist incidents as well as to implement the goals and objectives included in State homeland security strategies, and shortfalls in core capabilities as identified in THIRAs and the SPRs.

Activities implemented under SHSP must support national preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Governance

Keeping with the guiding principles of governance for all DHS preparedness programs, grantees must coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government, including State, territorial, local, and tribal units of government. A cohesive planning framework should be incorporated that builds and implements homeland security initiatives which leverage DHS resources, as well as other Federal, State, territory, local, private sector, faith-based community, and tribal resources. Specific attention should be paid to how all available preparedness funding sources (multiple Federal sources as well as State and local sources) can be effectively utilized in a collaborative manner to support the whole community approach to emergency preparedness and management and to the enhancement of overall capabilities. To accomplish this, the SAA must establish or reestablish a unified Senior Advisory Committee (SAC).

Senior Advisory Committee

The SAC builds upon governance structures that may already be established under different FEMA preparedness grant programs, but the nature and governance of this Committee is a new requirement under the FY 2013 HSGP. The SAC should build upon previously established advisory bodies under HSGP (including the SHSP and UASI programs), Nonprofit Security Grant Program (NSGP), Transit Security Grant Program (TSGP), and Port Security Grant Program (PSGP), which currently exist in support of States and Urban Areas, tribal nations, non-profit organizations, transit agencies and Amtrak, and port areas. Other examples of advisory bodies that should be included on the SAC include: Urban Area Working Groups (UAWGs), Statewide Interoperability Governing Board (SIGB), Area Maritime Security Committees (AMSCs), Regional Transportation Security Working Groups (RTSWGs), Citizen Corps Councils, and Children's Working Groups. To ensure a whole community effort, SAC membership should include representatives of these various stakeholder

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groups/committees, and SAC should also include direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement, fire service, and emergency management), UASI-funded Urban Areas, as well as Citizen Corps Councils, tribal representatives, non-profit, faith based, and voluntary organizations such as the American Red Cross. SACs are encouraged to develop subcommittee structures, as necessary, to address issue- or region-specific considerations in support of overarching implementation.

The responsibilities of a SAC include:

- Integrating preparedness activities across disciplines, the private sector, non-profit organizations, faith-based, community, and all levels of government, including local, State, tribal, and territorial, with the goal of maximizing coordination and reducing duplication of effort;
- Creating a cohesive planning framework that builds and implements preparedness initiatives which leverage DHS resources, as well as other Federal, State, territorial, local, private sector, faith-based community, and tribal resources;
- Management of all available preparedness funding sources (multiple Federal sources as well as State and local sources) to enhance effective utilization of and elimination of duplication of effort across all stakeholders and disciplines; and
- Ensuring that the application for SHSP and UASI funds align with the THIRA and work to fill capability shortfalls identified in the SPR.

Senior Advisory Committee Composition and Scope

1. Membership

The SAC must include whole community intrastate and interstate partners as applicable and have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the State.

The membership of the SAC must reflect the hazards and risks identified in the State's THIRA as well as each of the core capabilities, in particular those core capabilities identified as having large shortfalls identified in the State's most recent State Preparedness Report (SPR). Further, the SAC must include representatives that were involved in the production of the State's THIRA and represent the interests of the five mission areas as outlined in the NPG.

The above membership requirement does not prohibit States, Urban Areas, regional transit and port entities, or other recipients of DHS preparedness funding from retaining their existing structure under separate programs; however, at a minimum, those bodies must support and feed into the larger SAC. The composition, structure and charter of the SAC should reflect this focus on building core capabilities, instead of simply joining previously existing advisory bodies under other grant programs.

The SAA must ensure that appropriate representation from defined UASI-funded Urban Areas is included on the SAC. FEMA strongly encourages that, wherever possible, previously established local working groups be leveraged for this purpose to ensure that UASI resources are managed in the most efficient and effective manner possible. The UAWG should also support State efforts to develop the THIRA and SPR, particularly as it relates to UASI activities.

For designated Urban Areas, the SAA POCs are responsible for identifying and coordinating with the POC for the UAWG, who should be a member of the SAC. The POC's contact information must be provided to FEMA with the grant application. SAAs must work with existing Urban Areas to ensure that information for current POCs is on file with FEMA.

Finally, FEMA recommends that organizations advocating on behalf of vulnerable populations including youth, the elderly and individuals with functional needs, socio-economic factors and cultural diversity, be invited to participate in the SAC.

2. Collaboration with State agencies

Program representatives from the following entities must be members of the SAC (as applicable): State Homeland Security Advisor (HSA) (if this role is not also the SAA), State Emergency Management Agency (EMA) Director, State Public Health Officer, State Public Safety Officer (and SAA for Justice Assistance Grants, if different), State Court Official, State Emergency Management Services (EMS) Director, State Trauma System Manager, Statewide Interoperability Coordinator, State Citizen Corps Council, the State Emergency Medical Services for Children (EMSC) Coordinator, State Education Department, State Human Services Department, State Child Welfare Services, State Juvenile Justice Services, Urban Area POC, Senior Members of AMSCs, Senior Members of the RTSWG, Senior Security Officials from Major Transportation Systems, and the Adjutant General.

3. Whole Community Engagement

SHSP and UASI grantees must engage with the Whole Community to advance community and individual preparedness and to work as a nation to build and sustain resilience (see <http://www.fema.gov/whole-community>). Grantees must also integrate the needs of children and individuals with disabilities or access and functional needs into activities implemented with SHSP and UASI funds.

4. Collaboration with Nonprofit Organizations

SHSP and UASI grantees must also work with the nonprofit community, including through the dedication of LETPA funds and resources, to address terrorism prevention concerns, seek input on the needs of the nonprofit sector, and support the goals of their investments.

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5. Collaboration with Tribes

FEMA strongly encourages States, Urban Areas, and regions to work with tribal nations in overall initiatives such as whole community emergency preparedness and management planning as well as other partnership areas.

6. Collaboration with other Federal agencies and programs

States and Urban Areas must coordinate among the entire scope of Federal partners, national initiatives and grant programs to identify opportunities to leverage resources when implementing their preparedness programs. This may include but is not limited to: Medical Reserve Corps, CDC, and ASPR. Emergency Medical Services for Children (EMSC) grants, ASPR Hospital Preparedness Program (HPP), CDC Public Health Emergency Preparedness (PHEP), CDC Cities Readiness Initiative (CRI), Strategic National Stockpile Programs, and EMS. However, coordination is not limited to grant funding. It also includes leveraging assessments such as TSA's Baseline Assessment and Security Enhancement (BASE); reporting from the Intelligence Community, risk information such as U.S. Coast Guard's Maritime Security Risk Analysis Model (MSRAM), and CBP Sector Analysis

Senior Advisory Committee Charter

The governance of the SHSP and UASI programs through the SAC must be directed by a charter. All members of the SAC should sign and date the charter showing their agreement with its content and their representation on the Committee. Revisions to the governing charter must be sent to the grantee's assigned FEMA Program Analyst. The SAC charter must at a minimum address the following:

- A detailed description of the SAC's composition and an explanation of key governance processes, including how SAC is informed by the State's THIRA, SPR data reflecting capability shortfalls and the approach to address shortfalls in core capabilities;
- A description of the frequency at which the SAC will meet;
- How existing governance bodies will be leveraged by the Committee;
- A detailed description of how decisions on programmatic priorities funded by SHSP and UASI are made and how those decisions will be documented and shared with its members and other stakeholders as appropriate;
- A description of defined roles and responsibilities for financial decision making and meeting administrative requirements.

To ensure ongoing coordination efforts, SAAs are encouraged to share community preparedness information submitted in the State's BSIR with members of the SAC. The charter must be made available publicly to promote transparency in decision-making related to the HSGP activities.

To manage this effort and to further reinforce collaboration and coordination across the stakeholder community, a portion of the 20 percent (20%) holdback of a State or territory award may be utilized by the SAA for the purpose of supporting the Senior Advisory Committee and to ensure representation and active participation of SAC

members. Funding may be used for hiring and training planners, establishing and maintaining a program management structure, identifying and managing projects, conducting research necessary to inform the planning process, and developing plans that bridge mechanisms, documents, protocols, and procedures.

SAAAs are required to submit a copy of the SAC charter as part of the winter BSIR submission.

Supplemental UASI Guidance

The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban Areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. In some instances, Urban Area boundaries cross State borders. States must ensure that the identified Urban Areas take an inclusive regional approach to the development and implementation of the UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, State agencies, Statewide Interoperability Coordinators, Citizen Corps Council(s), and campus law enforcement in their program activities.

Grantees must also demonstrate the integration of children and individuals with disabilities or access and functional needs into activities implemented under this program.

Composition

Pursuant to provisions of the 9/11 Act, eligible UASI sites were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by OMB. MSAs are used by DHS to determine eligibility for participation in the program. *Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried.* UAWGs must continue to take a regional approach to membership but are not required to expand or contract existing Urban Area participation to conform to MSA composition. Detailed information on MSAs is publicly available

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from the United States Census Bureau at
<http://www.census.gov/population/www/metroareas/metrodef.html>.

UASI Program Requirements

The SAA will be responsible for ensuring compliance with the fiduciary and programmatic administration requirements of the UASI program.

- **Identify POCs.** The SAA must confirm a specific POC with the designated Urban Area. The SAA POCs are responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing Urban Areas to ensure that information for current POCs is on file with FEMA.
- **Define the Urban Area.** The SAA POC, in coordination with the candidate Urban Areas, must define the Urban Area, as it will apply to the UASI program. The identified city or combined entity represents the candidate Urban Area eligible to apply for funding under the UASI program. For those Urban Areas with a combined entity, that area represents the minimum area that must be part of the defined Urban Area. The definition of the Urban Area is limited to jurisdictions contiguous to the geographic area used to determine eligibility, or those jurisdictions in that area which have established formal mutual aid agreements. States may request a waiver for this limitation for regions previously established by Executive Order, law, or compact. For the purposes of the UASI program, the Washington, D.C. Urban Area will consist of the National Capital Region (NCR) as set forth in 10 U.S.C. §2674(f)(2). In coordination with the UAWG, the SAA POC may redefine the geographic boundaries of an existing Urban Area, as it will apply to the UASI program. The SAA POC must notify FEMA of this change.
- **Establish the UAWG.** Membership in the UAWG must provide either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement, fire service, EMS, and emergency management) that comprise the defined Urban Area. It must also be inclusive of local Citizen Corps Council or their equivalent and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated, sustained local capability to respond effectively to a mass casualty incident. The UAWG should also include officials responsible for the administration of CDC and ASPR cooperative agreements. Finally, it is also recommended that members advocating on behalf of vulnerable populations including youth, the elderly and individuals with functional needs, socio-economic factors and cultural diversity, be invited to provide representation.

The SAA POC must ensure that appropriate representation for the defined Urban Area is included per this guidance. FEMA strongly encourages that, wherever possible, previously established local working groups should be leveraged for this purpose to ensure that UASI funded resources are managed in the most

efficient and effective manner possible. The UAWG may also support State efforts to develop the SPR, particularly as it relates to UASI funded activities.

An overview of the UAWG structure and a list of members and their associated jurisdictions must be provided to FEMA along with the grant application. Urban Areas must notify the SAA of any updates to the UAWG structure or membership, of which the SAA must thereafter provide notification to FEMA.

- **Governance.** The jurisdictions identified in Appendix A – *FY 2013 Program Specific Allocations* represent the candidate Urban Areas eligible to apply for funding. The UAWG will be responsible for coordinating the development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process.

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI program governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be on file with FEMA prior to drawing down UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

SAAs are required to submit a copy of the UAWG charter at the time of application. The UAWG charter must provide an overview of the UAWG structure, and a list of members and their associated jurisdictions. Urban Areas must notify the SAA and FEMA Program Analyst of any updates to the UAWG structure or membership.

- **Develop Urban Area THIRA.** As a result of the improved governance process and the rationale for maintaining and sustaining existing capabilities and the development of new capabilities, members of the UAWG should be involved in the development of an Urban Area THIRA coordinated with the State THIRA, and subsequent updates.
- **Urban Area Homeland Security Strategy.** Urban Area Homeland Security Strategies should be updated every two years at a minimum, to ensure that their strategies continue to address prevention, protection, mitigation, response, and recovery, and reflect how their goals and objectives align to the NPG and the Whole Community approach. When revisiting and updating the strategies, goals, and objectives, the UAWG is strongly encouraged to adopt a capability-based

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planning approach and consider collaboration across disciplines, jurisdictions, and agencies.

- **Allocation of Funds.** The use and allocation of all grant funds available through the UASI program must focus on the Investments identified in the Urban Area's IJ and the implementation of the FEMA-approved Urban Area Homeland Security Strategy. The use of funds must also be consistent with overall UASI program guidelines, the State Homeland Security Strategy, the NPS, and must develop or sustain one or more core capabilities in the NPG. Funds used to support whole community and individual preparedness related efforts, such as engaging non-governmental organizations and vulnerable populations demonstrating the integration of children and individuals with disabilities or access and functional needs in all phases of emergency management, participation of disaster volunteers, such as Community Emergency Response Teams (CERT) in training, exercises and response and recovery operations, and educating the public should be coordinated with local CERT programs and/or Citizen Corps Councils.

The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations. If consensus cannot be reached within the 45-day time period allotted for the State to obligate funds to sub-grantees, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG, or the failure to achieve otherwise, on the allocation of funds and submit it to FEMA immediately after the 45-day time period allotted for the State to obligate funds to sub-grantees.

Any UASI funds retained by the State must be used in direct support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State are directly supporting the Urban Area. If the SAA intends to retain any UASI funds, the SAA must prepare an Investment that demonstrates how the retained funds will be used to directly support the designated Urban Area in the State. This Investment should be included in the designated Urban Area's IJ.

Supplemental OPSG Guidance

OPSG provides funding to designated localities to enhance cooperation and coordination between Federal, State, local, tribal, and territorial law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with International water borders.

OPSG is intended to support United States border States and territories in accomplishing the following objectives:

- Increase capability to prevent, protect against, and respond to border security issues;
- Encourage local operational objectives and capabilities to enhance National and State Homeland Security Strategies (such as the Federal Secure Borders Initiative and United States CBP/ BP strategies);
- Increase coordination and collaboration among Federal, State, local, tribal, and territorial law enforcement agencies;
- Continue the distinct capability enhancements required for border security and border protection;
- Provide intelligence-based operations through CBP/BP Sector Level experts to ensure safety and operational oversight of Federal, State, local, tribal, and territorial law enforcement agencies participating in OPSG operational activities;
- Support a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities; and
- Continue to increase operational, material and technological readiness of State, local, tribal, and territorial law enforcement agencies.

OPSG funds must be used to increase operational capabilities of Federal, State, local, tribal, and territorial law enforcement, promoting a layered, coordinated approach to law enforcement within United States border States and territories.

- **Federal, State, Local, Tribal, and Territorial OPSG Integrated Planning Team (IPT).** It is recommended that Federal, State, local, tribal, and territorial partners establish and maintain an OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from CBP/BP, the SAA, and participating law enforcement agencies' OPSG program representatives.
- **Coordination Requirements.** All operational plans should be crafted in cooperation and coordination among Federal, State, local, tribal, and territorial partners. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the CBP/BP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA.

After awards are announced, prospective grant recipients will re-scope the draft Operations Order and resubmit as a final Operations Order with an embedded budget, based on actual dollar amounts to be awarded. Final Operations Orders will be approved by the appropriate Sector Headquarters and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Grantees may not begin operations, obligate, or expend any funds until the final Operations Order and embedded budget has been approved by FEMA GPD and

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CBP/BP Headquarters and any existing special conditions and/or restrictions are removed. OPSG activities are expected to maximize HSGP strategic planning efforts and integration with State, tribal, territory, Urban Area, and local Homeland Security Strategies.

Additional Coordination Requirements

Although the Citizen Corps Program (CCP) and Metropolitan Medical Response System (MMRS) are no longer funded as discrete grant programs within HSGP, States may include IJs funding and supporting CCP and MMRS activities/programs. The following coordination requirements will remain in place for proposed activities that support mass casualty incident preparedness as well as citizen preparedness.

Mass Casualty Incident Preparedness. Mass casualty preparedness must be conducted in collaboration with State/city/local health departments that administer Federal funds from HHS for this purpose. Preparedness efforts should enhance the integration of local emergency management, public health, and health care systems into a coordinated, sustained local capability to respond effectively to a mass casualty incident. Grantees must also demonstrate how their Investments will increase the effectiveness of emergency preparedness planning and response for the whole community by integrating and coordinating activities for vulnerable populations including children, the elderly, pregnant women, and individuals with disabilities and others with access and functional needs. Further, grantees are strongly encouraged to collaborate with local, regional, and State public health and health care partners, including Medical Reserve Corps Units and Citizen Corps Councils or their equivalent, as well as leverage other Federal programs, such as the HHS ASPR Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), CDC Cities Readiness Initiative (CRI), PHEP, and Strategic National Stockpile Programs. Grantees are also encouraged to engage in multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism.

Citizen Preparedness. Citizen preparedness must be coordinated by an integrated body of government and nongovernmental representatives. State and local government recipients of HSGP funds must have a body to serve as their Citizen Corps Council membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health or their designee, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), and advocacy groups for children, seniors, people with disabilities and others with access and functional needs. Furthermore, citizen preparedness efforts should include advocates and specialists representing the unique needs of infants and children and representatives from the disability community.

Appendix C – Funding Guidelines

Grantees must comply with all the requirements in 44 CFR Part §13 and 2 CFR Part §215.

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

Management and Administration (SHSP, UASI, and OPSG)

Management and administration (M&A) activities are those defined directly relating to the management and administration of HSGP funds, such as financial management and monitoring. The amount of M&A is specified in each year's FOA. For additional information on SHSP and UASI M&A, refer to IB 365. For additional clarification on OPSG M&A, refer to IB 378. Both IBs can be found at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

Allowable Investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

Indirect Cost Rate

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.

Planning (SHSP, UASI, and OPSG)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and that support Performance Objectives such as THIRA, SPR and Planning, by placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v.2. Development and maintenance of a THIRA must align to CPG 201. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Grantees must use the *CPG 101 v.2: Developing and Maintaining Emergency Operations Plans* in order to develop robust and effective plans. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.

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Organization (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission by using historical data or other analysis. All States are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a recipient of a grant, the Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Organizational activities under SHSP and UASI include:

- **Intelligence analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State,*

Local, and Tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to FEMA Program Analysts upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing shortfalls in analytic capability identified during the fusion center's annual assessment.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e., FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.
- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP, as outlined in IB 135.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above

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guidance limitations and up to a maximum of 50 percent (50%) of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

Equipment (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grantees (including sub-grantees) that are using HSGP funds for emergency communications equipment should comply with the *FY 2013 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. *SAFECOM Guidance* can be found at <http://www.safecomprogram.gov/grant/Default.aspx>. Grantees investing in broadband-related investments should review IB 386: Clarification on Use of DHS/FEMA Public Safety Grant Funds for Broadband-Related Expenditures and Investments, and consult their FEMA Headquarters Program Analyst on such Investments before developing applications. Relocating existing systems operating in the T-Band is also allowable.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

Training (SHSP and UASI)

States, territories, and Urban Areas may use HSGP funds to develop and/or maintain a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance shortfall identified through

an After Action Report/Improvement Plan (AAR/IP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training shortfalls. Any training or training shortfalls, including those for vulnerable populations including children, the elderly, pregnant women, and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP) components or specific annexes, and validation of completed corrective actions from previous exercises or real world events, where applicable. Grantees are encouraged to use existing training rather than developing new courses. When developing new courses, grantees are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model of instruction design (<https://www.firstrespondertraining.gov>).

Exercises (SHSP and UASI)

Exercises conducted with FEMA support should be managed and executed in accordance with HSEEP. HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>.

All capabilities exercised using HSGP funding must be NIMS compliant. More information is available online at the NIC at <http://www.fema.gov/emergency/nims/index.shtm>.

All States and Urban Areas are required to conduct a Training and Exercise Planning Workshop (TEPW) and develop and/or update a Multi-Year Training and Exercise Plan (TEP) on an annual basis. This plan should be informed by the principles and tenants of the National Exercise Program (NEP). Such plans should take into consideration anticipated training and exercise needs of the respective jurisdiction for at least the immediate year, with exercises being targeted to provide responders the opportunity to utilize training received. The plan should include a training and exercise schedule along with the States' and Urban Areas' priority capabilities to assist in focusing the allocation of available exercise resources. This Plan is to be submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the Plan to hseep@dhs.gov. All scheduled training and exercises included in the Plan should be entered in the HSEEP National Exercise Schedule (NEXS) System, located in the HSEEP Toolkit on the HSEEP website. A TEPW user guide and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website at <https://hseep.dhs.gov>. States and Urban Areas are also encouraged to participate in their respective FEMA Regional Training and Exercise Workshop (conducted annually) and coordinate/integrate CDC PHEP, ASPR HPP, State and Urban Area exercise initiatives accordingly.

Other Federally funded preparedness programs have similar exercise and training requirements. Exercise and training activities should be coordinated across the

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jurisdiction(s) to the maximum extent possible to include the Whole Community and to foster better coordination working relationships across the enterprise.

Grantees must develop AAR/IPs following the completion of exercises funded under this program; the use of HSEEP is strongly encouraged. AAR/IPs are to be submitted to hseep@dhs.gov. Please ensure the documents are encrypted (password-protected) and the password is also sent to hseep@dhs.gov via a separate email.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by a maintenance or warranty plan must not exceed the period of performance of the specific grant funds used to purchase the plan or warranty.

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

Law Enforcement Terrorism Prevention Allowable Costs (SHSP and UASI Only)

The following activities are eligible for use of LETPA focused funds:

- Maturation and enhancement of designated State and major Urban Area fusion centers, including information sharing and analysis, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note that DHS requires that the Office of Public Affairs be given the opportunity to review and approve any public awareness materials (e.g., videos, posters, tri-folds, etc.) developed using

HSGP grant funds for the “If You See Something, Say Something™” campaign to ensure these materials are consistent with the Department’s messaging and strategy for the campaign and the initiative’s trademark;

- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

For additional information, refer to the Building Law Enforcement Terrorism Prevention Capabilities priority within Appendix B – *Program Specific Priorities*.

Critical Emergency Supplies (SHSP and UASI Only)

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 SHSP and UASI. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA’s approval of 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.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the State’s inventory management plan and distribution strategy.

States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their FEMA approved plans with local jurisdictions and Tribes to meet minimum inventory management plan requirements when using FEMA grant funds.

Construction and Renovation (SHSP and UASI Only)

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

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Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of Federal interest. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD using the guidelines in EHP Supplement prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP review materials should be sent to gpdehpinfo@fema.gov.

HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

OPSG funds may not be used for any type of construction.

Personnel (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but is not limited to: training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and statewide interoperability coordinators (SWIC). A personnel cost cap of up to 50 percent (50%) of total SHSP and UASI program funds may be used for personnel and personnel-related activities. Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, SAAs should refer to IB 358 or contact their FEMA Headquarters Program Analyst.

HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, backfill-related overtime, and supplanting remain unchanged from FY 2012 HSGP.

Operational Packages (OPacks) (SHSP and UASI)

Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti-Terrorism Teams, for new capabilities as well as sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all Federally funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Applicants are reminded that personnel-related activities associated with OPacks will be subject to the PRICE Act requirements in which all States are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs.

Western Hemispheric Travel Initiative (SHSP)

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

http://www.dhs.gov/files/programs/gc_1200693579776.shtm or http://www.getyouhome.gov/html/eng_map.html.

Other Secure Identification Initiatives (SHSP)

SHSP funds may also be used to support the Department's additional efforts to enhance secure identification, including driver's license and identification security enhancements. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems are a priority. DHS is currently developing and implementing a number of screening programs in which secure identification credentials figure prominently. These include the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

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If identified as a priority in the State THIRA, States may continue implementing activities previously funded through the Driver's License Security Grant Program (DLSGP) that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver's license and identification cards;
- Reduce the cost of program implementation for individuals, States, and the Federal government;
- Driver's license identification material requirements;
- Expedite State progress toward meeting minimum security standards; and
- Plan and expedite State-specific activities to support Federal data and document verification requirements and standards.

Operations (OPSG)

The intent of OPSG is to focus on operational aspects of enhancing coordination between Federal, State, local, tribal, and territorial law enforcement agencies to increase the security of the United States borders. While equipment is an allowable expense, OPSG is not intended to be an equipment-centric grant.

- *Operational Overtime.* Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *PRICE of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent (50%) of their OPSG funding for personnel related costs, which include overtime activities. At the request of a grant recipient, the FEMA Administrator may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver request should:
 - Be requested on official letterhead, include a written justification, and be signed by the authorized representative of the SAA;
 - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity;
 - Include an approved Operations Order from the CBP/BP Sector office which supports the SAA's written justification;
 - Be coordinated with the CBP Sector and OBP; and
 - Be forwarded electronically by the SAA to FEMA GPD Program Analyst.
- *Part Time Personnel.* OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- *Travel, Per Diem, and Lodging.* Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six month deployment

of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).

- *Vehicle and Equipment Rentals*
- *Vehicle/Equipment Maintenance*
- *Fuel Cost and/or Mileage Reimbursement.* There is no cap for reimbursement of operational activities.
- *Activate Reserve State, local, tribal, and territorial law enforcement personnel.* Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
- *Backfill.* Costs associated with backfill for personnel supporting operational activities.
- *Law Enforcement Readiness.* Use of OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 358 or contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Examples of Allowable Activities for SHSP and UASI

Planning Activities

Examples of planning activities include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the NPG, NPS, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
 - Pre-event recovery planning
 - Implementing the National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans

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- Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
- Developing emergency communications SOPs and plain language protocols
- Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions issued by the NIC
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the campaign to build and sustain national preparedness as required by the NPS; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Developing and sustaining Citizen Corps Councils and CERTs
- Activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for SPRs
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Conducting statewide emergency communications and preparedness planning, including the following activities:
 - Conducting/attending planning and governance meetings
 - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
 - Participating in THIRA development and follow-on capability estimation processes

- Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
- Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
- Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements
- Developing related terrorism prevention activities including:
 - Developing THIRAs that reflects a representative makeup and composition of the jurisdiction
 - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
 - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
 - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
 - Developing and planning for information/intelligence sharing groups
 - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
 - Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
 - Integrating and coordinating private sector participation with fusion center activities
 - Developing and implementing preventive radiological/nuclear detection activities
 - Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
 - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
 - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
 - Volunteer programs and other activities to strengthen citizen participation
 - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the National Preparedness and *Ready* campaigns; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign

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- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
 - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
 - Underwater Terrorist Protection Plans
- Developing and enhancing risk centric capabilities-based plans and protocols, including but not limited to:
 - Community-based planning to advance “whole community” security and emergency management
 - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
 - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
 - Planning for the relocation of existing systems operating in the T-Band
 - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
 - Developing protocols or SOPs for specialized teams to incorporate the use of equipment acquired through this grant program
 - Developing terrorism prevention/protection plans
 - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - Developing plans for mass evacuation and pre-positioning equipment
 - Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
 - Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Developing or enhancing border security plans
 - Developing or enhancing cybersecurity and risk mitigation plans
 - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
 - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
 - Developing or updating local or regional communications plans

- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
 - Developing or enhancing continuity of operations and continuity of government plans
 - Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
 - Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
 - Developing or enhancing evacuation plans
 - Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
 - Developing or enhancing plans to prepare for surge capacity of volunteers
 - Developing or enhancing the State EMS systems
 - Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
 - Developing school preparedness plans
 - Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
 - Developing plans to educate youth on disaster preparedness
 - Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
 - Designing and developing State, local, tribal, and territorial geospatial data systems
 - Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- Preparing and submitting SCIPs for SHSP, grantees are required to submit to the Office of Emergency Communications as part of an annual SCIP Implementation

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- Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving interoperability at the interstate, State, county, regional, and city levels
- Updating and implementing SCIP and TICP to:
 - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
 - Incorporate the NPS and DHS Whole Community initiatives
 - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
 - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)
- Developing or conducting assessments, including but not limited to:
 - Developing pre-event recovery plans
 - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
 - Participating Regional Resiliency Assessment Program (RRAP) activities
 - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
 - Developing border security operations plans in coordination with CBP
 - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
 - Updating and refining threat matrices
 - Conducting cyber risk and vulnerability assessments
 - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical shortfalls that cannot be met by existing local, regional, and State resources
 - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
 - Activities that directly support the identification of pre-designated temporary housing sites
 - Activities that support the identification and development of alternate care sites
 - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
 - Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level

- Soft target security planning (e.g., public gatherings)
- Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:
 - Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
 - Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Capabilities Analysis Database (NCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
 - Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
 - Developing IED hazard-specific EOP annexes.
- Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Building and expanding governance structures to:
 - Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
 - Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented
 - Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: Citizen Corps Councils, Programs and Organizations, CERTs, Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

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Organization Activities

The following organization activities in support of public-private partnerships are allowable expenses.

- Program management:
 - Salary for a dedicated liaison who acts as the primary point of contact, coordinates the public-private partnership and ensures proper implementation of the strategic plan
 - Facilities, including meeting space and work space for private sector liaisons. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Supplies needed to support regular communications
 - Implementation of infrastructure resilience enhancement options described in a RRAP report
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Sustain partnership efforts to include:
 - Support for in-person meetings, events, and workshops that bring the public and private sectors together. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Web-based and social media tactics (webinars, emails, newsletters, alerts, databases, online collaboration tools, website development and maintenance, etc.)
 - Innovative approaches for reaching the Whole Community to include translated material for individuals that are blind and or have low vision capability and those with English as a second language and coalitions among citizens.
 - Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures
- Structures and mechanisms for information sharing between the public and private sector:
 - Tools, software, programs, and other mechanisms that support two-way information sharing during normal and emergency operations
 - Means to receive input or feedback from the private sector, and encourage participation from civic leaders from all sectors
 - Regular and timely communications on subjects relating to all phases of emergency management, such as newsletters, emails, and alerts
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors
 - Web-based and new media platforms that allow real-time information exchange

- Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
 - A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
 - Tools for identifying and tracking available paid and unpaid disaster response resources
 - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
 - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
 - Tools for real time information sharing between the public and private sector
 - Licensing, screening, or other requirements for access to real EOC or virtual EOC
- Federal Emergency Response Official (F/ERO) Credentialing and Validation:
 - Working group meetings and conferences relating to emergency responder credentialing and validation
 - Compiling data to enter into an emergency responder repository
 - Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
 - Planning to incorporate emergency responder identity and credential validation into training and exercises.
 - This supports our efforts to address grant money for the F/ERO program and further solidifies those efforts in addition to our independent efforts that Darcy has already worked.
- Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCPIP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

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- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

Training Information

Training Information Reporting System (“Web-Forms”). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/territory Training Point of Contact (TPOC) with the reporting of State and Federal sponsored training supported by HSGP funds. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.

FEMA resources include a number of different training sources:

- *FEMA Provided Training.* These programs or courses are developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI) and the National Training and Education Division (NTED) training partner programs including, the Competitive and Continuing Training Grant programs, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).
- *Training Not Provided by FEMA.* These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- *Federal Sponsored Courses.* This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA. These courses are listed at <http://www.firstrespondertraining.gov>.
- *Approved State and Federal Sponsored Course Catalog.* This catalog lists State and Federal sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

- Additionally the new National Preparedness Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at <http://training.fema.gov/occ/>.
- *Joint Training and Exercises with the Public and Private Sectors*. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

Each FEMA training partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the training partner can continue to offer the classes to the States through the Excess Delivery Acquisition Program (EDAP).

EDAP allows an NTED training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. The cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

Attending Training Not Provided by FEMA (State and Federal Sponsored Courses). States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and strategy of preparing State, local, tribal, and territorial personnel or citizens to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

State and Federal-Sponsored Course Catalog. Courses approved through NTED will be added to the approved State and Federal Sponsored Course Catalog. Courses identified within this catalog may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the NTED Course Development, Review, and Approval Process, as well as the approved course catalog, can be found at http://www.firstrespondertraining.gov/odp_webforms. NTED will respond to the initial request for review within 15 days with one of the following outcomes:

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- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment or
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State sponsored courses) or the Federal agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

States, territories, and Urban Areas are no longer required to submit non-FEMA approved courses to NTED for review under the current course review and approval process. In previous years, FEMA funding guidance and / or funding opportunity announcements identified that the SAA/TPOC was allowed three deliveries of the same course within a State/territory before a non-FEMA approved training course was required to go through the NTED State course review and approval process. Although the current State course review and approval process is still available to any State, there is no longer a requirement to submit a course for review after three deliveries.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose.

States and territories are required to conduct a Training and Exercise Plan Workshop to identify and set training and exercise program priorities and develop a multi-year schedule of exercise events and supporting training activities to meet priorities. A Multi-year Training and Exercise Plan will developed following the Training and Exercise Plan Workshop to include training and exercise priorities identified by elected and appointed officials and whole community stakeholders. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises section.

Joint Training and Exercises with the Public and Private Sectors. Trainings and exercises designed to enhance private sector and public sector coordination are allowable. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and local units of government are encouraged to incorporate the private sector in government-sponsored training and exercises.

Training and exercises for the public or civilian volunteer programs supporting first responders, including CERT, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with local CERT and Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- *Developing, Delivering, and Evaluating Training.* Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any training shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, Communication Access Real-time Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property

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damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
 - Awareness and education for the public, private sector and first responders;
 - Suspicious activity identification and reporting;
 - Management of bomb threats;
 - Physical protective measures;
 - Diversion control measures for dual-use explosive precursor chemicals;
 - Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- *Certification/Recertification of Instructors.* States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in IB 193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the State's respective Exercise Program Point of Contact. The State Exercise Program Point of Contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered in the HSEEP National Exercise Scheduling (NEXS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. A TEPW user guides and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.
- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

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- *Exercise Evaluation and Improvement.* Exercises should evaluate performance of capabilities against the level of capabilities required. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hseep.dhs.gov>.
- *Self-Sustaining Exercise Programs.* States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

Allowable Exercise Costs

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.* Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any exercise or exercise shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36– whichever is more stringent – must be followed.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP (e.g., Training and Exercise Plan).
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

Appendix D – HSGP Investment Justification Template and Instructions

Investment Justification (IJ) Application Instructions

States, territories, and Urban Areas are required to use the web-based IJ submission module provided by FEMA in the Grants Reporting Tool (GRT) for their HSGP submission. Please allow enough time before (or no later than 11:59 p.m. EST) **June 24, 2013** to complete the IJ in the GRT. Urban Areas should work in accordance with their respective State's timelines and processes identified by the SAA to ensure the Urban Area IJ is submitted by the SAA in compliance with the application deadline.

For instructions on how to log into the GRT and complete the IJ, please reference the *GRT Investment Justification Submission Technical User's Guide* located at <https://www.reporting.odp.dhs.gov/>. After the IJ application has been marked 'complete' in the GRT, SAAs on behalf of applicants must upload the IJs as attachments with the application using the ND Grants system located at <https://portal.fema.gov>. Please note that applicants should ensure that the IJ accounts for all funds requested by the applicant and the total funding requested does not exceed the funding allocations included in Appendix A – *FY 2013 Program Specific Allocations*.

IJ Planning Worksheet

Applicants may use the Word-based *Investment Justification Planning Worksheet*, which is an optional, off-line tool, to help in drafting each Investment to be included as part of the final HSGP IJ. All responses completed in this worksheet must be transferred to the applicant's official IJ located in the GRT. The Worksheet is available at www.fema.gov/grants along with each fiscal year's HSGP FOA materials.

Linkage to State Preparedness Report

Applicants must identify in Section II C of the IJ how the proposed investment will address one of the capability shortfalls identified in the most recent SPR. The specific capability gap and its priority as found in the SPR must be noted in the IJ.

Multi-Applicant Investments

States, territories, and Urban Areas may propose Multi-Applicant Investments, which represent a shared interest between two or more States and territories, or a shared interest between two or more Urban Areas, as one (or more) of their 10 Investment submissions. Urban Areas cannot submit a Multi-Applicant Investment in partnership with the State in which they are located. Each participating State or Urban Area must outline the specific components of the Multi-Applicant Investment for which it would be responsible and include that Investment in its own submission. The Multi-Applicant Investments will continue to be evaluated like other Investments as part of the review process, but will not incorporate a bonus point structure.

The HSGP Multi-Applicant submission process will require Multi-Applicant partners to identify a submitting partner who will only be required to initiate the Multi-Applicant

Investment within the GRT by providing the Investment name(s) and the names of all partners. Once initiated, all partners will independently complete all sections of their Multi-Applicant Investment. Submitting partners should initiate the Multi-Applicant process early enough to allow all partners to complete their own Investments on time.

Collaboration with other federal agencies

Operational and complementary engagement among emergency management, public health, health care, law enforcement, transportation, and other preparedness programs should be described in each investment where applicable. For example, as part of the Protection mission area, if a state plans to build or sustain existing capacity in the Screening, Search, and Detection capability, this work should be coordinated with public health, health care and law enforcement agencies that may also be funding activities for this capability.

HSGP IJ Outline

Question	Response	Review Criteria
Overall Investment Justification Portfolio		
Describe how the spectrum of terrorism and natural hazard risks that the State/territory/Urban Area faces influenced the development of this Investment Justification to include all Investments.	<i>Narrative</i> (1500 character max)	The response will be reviewed to provide context for the Investment Justification.
Identify the amount and percentage of funding that will be dedicated to Management & Administration expenditures.	<i>Amount/Percentage</i>	
I. Overview		
I.A Identify the Investment as: If the Investment is Ongoing, identify the Investment(s) from prior year(s):	<i>New, Ongoing</i> Fiscal Year and Investment Name	The response will be reviewed to provide context for the Investment.
I.B Provide the Investment name:	Short Title (100 character max)	
I.C Provide the applicant name	State/territory Urban Area	
I.D Identify if this Investment focuses on building new capabilities or the sustainment of existing capabilities.	<i>New, Existing</i>	The response provides a detailed description and clear understanding of various activities that will be supported by this Investment.
I.E Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved.	<i>Narrative</i> (2500 character max)	
II. Baseline		
II.A Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment.	<i>Narrative</i> (1500 character max)	The response will be reviewed to provide context for the Investment.
II.B Describe existing capability levels that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2013 funds.	<i>Narrative</i> (1500 character max)	The response provides a clear understanding of existing capability levels and what capability gap(s) the Investment will address.
II.C Explain the capability gap(s) that this Investment is intended to address.	<i>Narrative</i> (1500 character max)	
III. Project Management and Milestones		
III.A Provide the proposed FY 2013 HSGP funding amount for this Investment. Identify if this is a fusion center Investment.	Amount	The response provides a clear demonstration and a comprehensive understanding of how the Investment supports identified NPG Core Capabilities, primary POETE Solution Area, and LETPA.
III.B If applicable, provide the proposed funding amount that is expected to be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA).	Amount	
III.C Identify the NPG Core Capabilities that are supported by this Investment. For each of the selected Core Capabilities, provide the proposed funding amount to be obligated from this Investment.	<i>Select all that apply</i> and Amount	
III.D Provide the proposed funding amount to be obligated from this Investment towards the primary Planning, Organization, Equipment, Training, and Exercises (POETE) Solution Area.	<i>Planning, Organization, Equipment, Training, Exercise</i>	The response provides a clear description of projects/activities that will demonstrate progress towards achieving the Investment.
III.E Identify up to ten projects/activities, with start and end dates, which will be implemented over the 24 month period of performance. Provide the following information:		
- Project Name	Short title (100 character max)	
- Funding Amount	Amount	
- Project Management Step	<i>Initiate, Plan, Execute, Control, Close Out</i>	
- Start Month/Year	Month/Year	
- End Month/Year	Month/Year	
III.F Does this Investment require new construction or renovation, retrofitting, or modification of existing structures?	<i>No, Yes</i>	The response will be reviewed to provide context for the Investment.

Appendix E – FY 2013 OPSG Operations Order Template and Instructions

Operations Order Instructions

As part of the FY 2013 OPSG application process, each eligible local unit of government at the county level or federally-recognized Tribal government must develop its Operations Order in direct coordination with SAA and Federal law enforcement agencies, to include, but not limited to CBP/BP. Operations Orders that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the Operations Order should address this in the Executive Summary. The details should include the names of the agencies, the points of contact, and the individual funding requests. The OPSG Operations Order Template can be found at <http://www.grants.gov>.

Requirements Overview

The Operations Orders must:

- Be created and submitted in Microsoft Word (*.doc)
- Not exceed six pages in length with the emphasis on the Executive Summary, Mission, and Budget
- Use the following file naming convention when submitting required documents as part of the FY 20XX OPSG application: "FY 20XX OPSG <State Abbreviation> - <Local Unit of Government Name>"

Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

Budget Requirements Overview

In an effort to streamline the application process, each applicant is required to submit an annual budget addressing OPSG related costs and expenses as part of the Operations Order. This budget should be detailed and should serve to:

- Explain how the costs were estimated
- Justify the need for the costs incurred

A narrative detailing the need and use for costs must be included in the budget. For clarification purposes, the Operations Order may include tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs).

Executive Summary Overview

Details to include in the Operations Order Executive Summary:

- Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in your jurisdiction. Typically, this will be a

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program lead or manager overseeing operations and individuals assigned to that agency.

- Briefly describe how Federal, State, local, and tribal law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

FY 2013 OPERATION STONEGARDEN (OPSG) OPERATIONS ORDER AND BUDGET TEMPLATE		
Op Order Name:	Operation	
Op Order Number:	<Completed by CBP>	
Op Dates:	From:	To:
Report Date:		
Executive Summary		
I. SITUATION		
A. General Situation:		
B. Terrain/Weather:		
C. Criminal Element:		
D. Friendly Forces:		
II. MISSION		
III. EXECUTION		
A. Management/Supervisor Intent:		
B. General Concept:		
C. Specific Responsibilities:		
1.		
2.		
3.		
D. Coordinating Instructions:		

IV. BUDGET

Within the Operations Order, include budgets and operative spending plans in one year increments (Year 1 and Year 2). The annual operations should be practical and able to be completed within the 24-month period of performance. Grantees may not begin operations, obligate, or expend any funds until the final Operations Order and embedded budget has been approved by FEMA GPD and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed.

The sample table provided below may be used as a guide to the applicant in the preparation of the budget and Operations Order to be submitted. Using the table below, compute the total estimated cost under the Narrative Justification column and indicates the amount of Federal funds requested under the Federal Request column that will support the project.

A.1 Example - Cost Estimates/Funding Requests (Year 1):

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime		\$50 per hour OT rate x 11 personnel x 10 hours x 3 day detail x 4 quarters per year x 2 years	\$132,000.00
Fringe Benefits for Law Enforcement		\$27.55/hr x 1.5 OT = (\$41.33/hr) x (.062) = (\$2.56/hr FICA) x 5840 hrs/yr x 2 yrs	\$29,925.92
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training		Federal or below: approx miles of 3,500, 15 days single Occupancy @ \$150 for 5 people	\$1,750.00
General Equipment (Add AEL #)		Lines, personal flotation devices, GPS software updates, marine batteries, thermal imaging system	
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)		Sea Hawk Boat, Explorer 4x4 Police with Package	\$75,000.00
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	46,800 miles per year x .18 cents per mile = \$8,424.00 x 2 yrs Tires, engine repair, other	\$16,848.00
	Fuel Cost	3,342 x \$4.50 per gallon = \$15,043/yr x 2 yrs	\$30,086.00
Total			\$285,609.92

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A.2 Cost Estimates/Funding Requests (Year 2):

< INSERT COST ESTIMATES AND FUNDING REQUESTS TABLE >

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

B. Unit Command:

C. Communications Detail:

D. Map Coordinates:

Notes:

Longitude:

Latitude:

Degrees:

Minutes:

Seconds:

Decimal:

Location Zone:

ANNEX

A. Administration Annex:

B. Execution Annex:

C. Command Annex:

Media Action Plan:

Legal Review:

Risks:

Photos:

Appendix F – OPSG Operational Guidance

The success of OPSG will be achieved through an integrated, layered approach to border security and targeted enforcement techniques and strategy. This also includes fulfillment of specific roles and responsibilities, newly defined expectations for operations, disciplined reporting procedures, and the introduction of performance measures. Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border-security conditions.

OPSG uses an integrated approach to address transnational criminal activity. To achieve unity of effort, it is essential that each participant know the roles and responsibilities within the integrated planning team. Participation in OPSG is based on the expectation that State, local, and tribal law enforcement agencies will conduct border-security operations using an Integrated Planning Team chaired by the U.S. Border Patrol, which will provide routine monitoring and technical expertise to each participating agency. Each operation will be reviewed for border-security value and approved by the corresponding sector's Chief Patrol Agent or his/her designee.

As OPSG continues to evolve, several proven practices have been recognized, centered on short-term, periodic operations in support of overarching near and long-term goals. A multi-step process will be established via the area Integrated Planning Team, including a campaign plan and a cycle of operations to ensure that Stonegarden participants maintain synergism and have a coordinated and measurable impact on reducing border-security risk.

Standardized, accurate, and timely reporting will focus on: monitoring program performance; assessing productivity and results; determining the level of integration and information sharing; evaluation of money spent and operations conducted; and developing best practices for future operations. OPSG has standardized the form used to capture key data sets. In addition, nationwide standards for submitting the reporting forms will be implemented.

I. Concept of Operations and Campaign Planning (Post Allocation Announcement/Pre-Award)

The overarching operational cycle involves three stages; application, concept of operations to formulate a Campaign Plan and one or more tactical operational periods, which are all developed by the Integrated Planning Team.

First Stage: The first stage is outlined in the application process. The original request and justification for funding will be submitted through the Border Patrol sectors, which is consistent with the processes used in previous years. The initial application will use an

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Integrated Planning Team, made up of operation stakeholders, including the U.S. Border Patrol.

Second Stage (Post Award): This stage involves the creation of an operations order which occurs after awards are announced. Participants will submit an operations order through their Integrated Planning Team that serves two primary purposes: formation of a campaign plan and capturing the initial, generalized-budgetary intent. A campaign plan is defined as a series of related law enforcement operations aimed at accomplishing a strategic or operational objective within a given time and space. The campaign plan should State the participant agency's long-term border security objectives and goals designed to mitigate border-security risk.

OPSG's two-year performance period exceeds the scope of a single, major, border-security operation. Proper use of the funds may require several short-term operations that combine to form an ongoing operational cycle, ensuring that Border Patrol commanders and State, local, and tribal agency partners reserve the flexibility to respond to the ever-changing elements of border security. Funds should be obligated as needed to target specific threats or vulnerabilities and ensure that OPSG usage is commensurate to the unique risk of each border region.

The operations plan also will articulate the budgetary intent of how funds will be used throughout the performance period. It can initiate the procurement of equipment, as well as state how much the county intends to use for management and administration (M&A) while keeping overtime funds and residual equipment funds available for use as needed. The operations plan will project planned expenditures in the following categories: overtime, equipment, instruction, travel, maintenance, fuel, and administrative funds. If the recipient intends to spend more than 50 percent of their award on overtime over the course of the performance period, requests for an overtime waiver would be submitted at this time. In addition, if the need for new equipment is anticipated, requests can be submitted in the operations plan to begin the process. The operations plan will meet both the SAA expectations to obligate the funds within 45 days of the award announcement and the demands of the grant's operational intent. Once the operations plan is submitted and approved, the area Integrated Planning Team will meet to begin the last stage in the planning process.

Third Stage: This stage begins when the award recipient is ready to conduct operations. The area Integrated Planning Team will meet to begin planning tactical operations. Tactical operational periods are described in detail below.

II. Tactical Operational Period

Operational discipline is necessary for the success of OPSG. Deliberate, adaptive, integrated, and intelligence-driven planning is critical to conducting targeted enforcement operations consistent with the objectives of the OPSG grant program. By participating in the program, the State, local, and tribal agencies agree to conduct

operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below.

Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the Integrated Planning Team; 2) specified beginning and ending dates; 3) are intelligence driven, with a nexus to border security; 4) use targeted enforcement techniques; 5) have clearly stated objectives; and 6) conclude with an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. The cyclical nature of the process will ensure OPSG activities align with the fluctuating border-security threats and vulnerabilities. Key planners should recognize that shorter, frequent tactical operational periods increase the flexibility and leverage gained through OPSG funding.

The Integrated Planning Team should leverage information provided by the fusion center, Border Intelligence Centers or other local intelligence center, when possible and establish a common operational vision. The Border Patrol sector's Chief Patrol Agent, or his/her designee, will ensure that the information or intelligence has a clear nexus to border security. The frequency and duration of each tactical operational period should be predicated by local risk factors. The tactical operational period may combine to develop an operational cycle that is synchronous or asynchronous, connected, or unconnected, depending on security conditions and the Integrated Planning Teams intent. Each tactical operational period will begin on a predetermined date and end on a predetermined date, but the dates may be subject to change commensurate with emerging security conditions.

Intelligence will be shared and vetted for border security value, driving the focus of operations. The tactical operational period should focus on specific targets of interest or specific areas of interest identified by the Integrated Planning Team. Once intelligence-driven targets are identified, the Integrated Planning Team will decide on operational objectives that reflect the intended impact of operations. The objectives should outline how the operation will deter, deny, degrade, or dismantle the operational capacity of the targeted transnational criminal organizations. The starting date of the operational period should be established to allow sufficient time for the order to be submitted and approved through Border Patrol Headquarters and the GPD at FEMA headquarters (FEMA/GPD). Once approved, the operation can be conducted.

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The following diagrams illustrate two different approaches for conducting operations:²

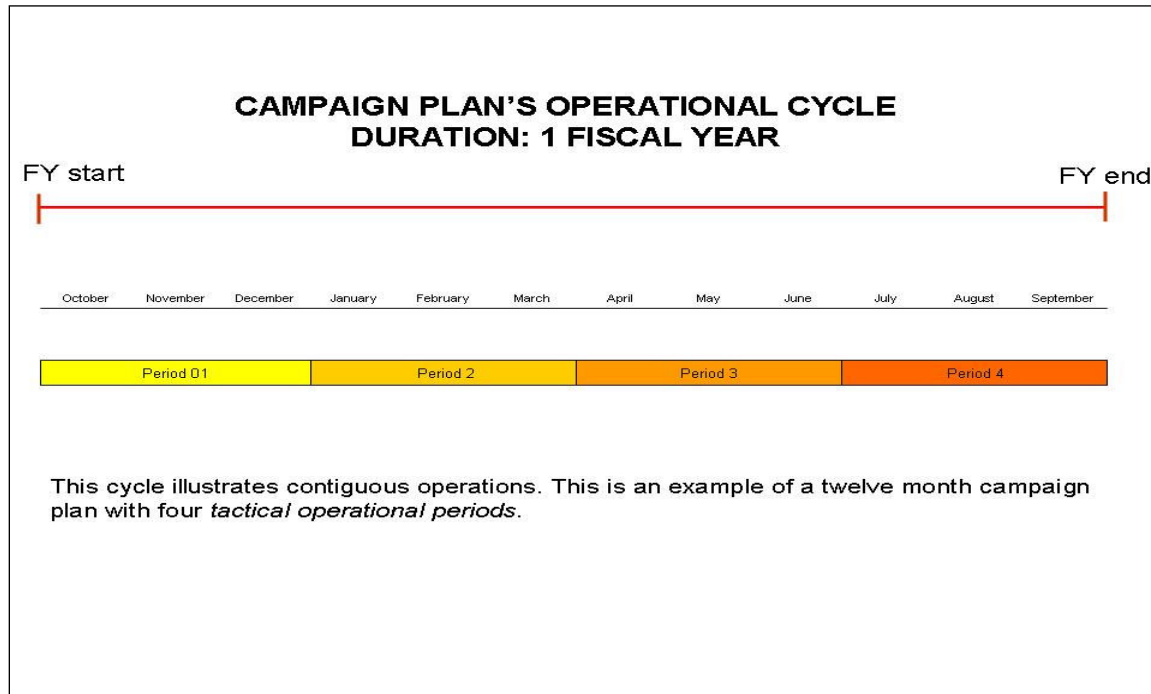


Figure 1: Example of an Ongoing Synchronized Operational Cycle

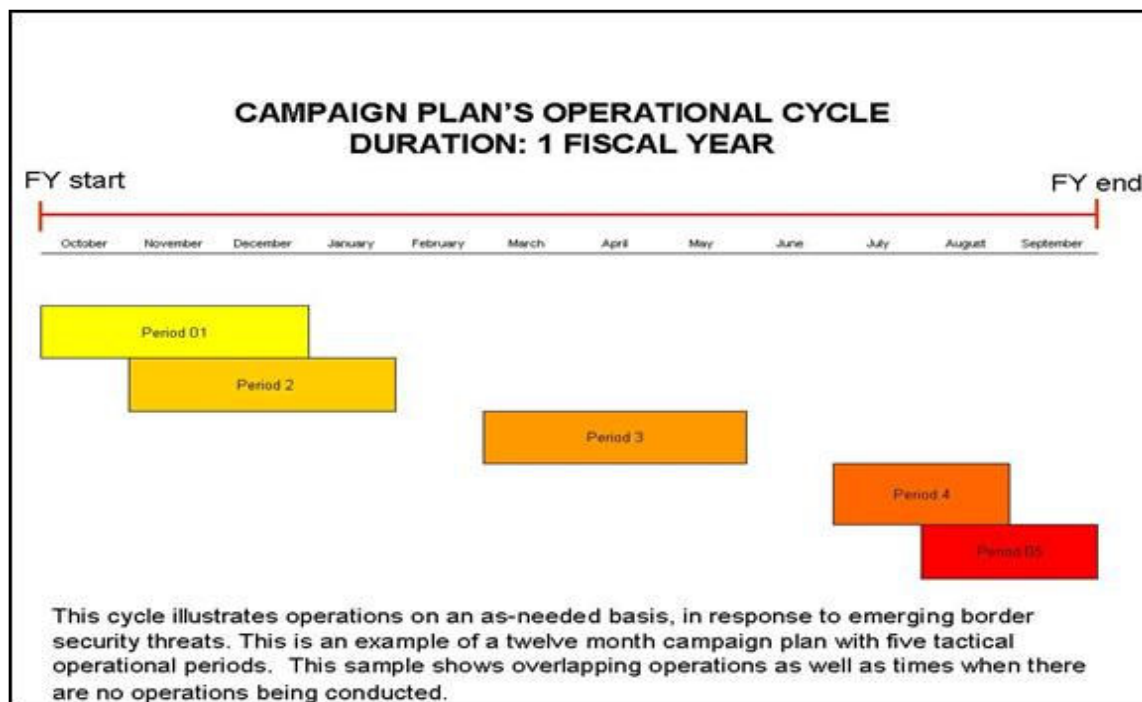


Figure 2: Example of a Dynamic, Unsynchronized Operational Cycle

² These illustrations reflect a twelve month campaign plan. A campaign plan should be written to encompass the performance period. Performance periods vary from State to State, please contact the State Administrative Agency in your area for clarification.

III. Reporting Procedures

Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used, and how the State, local and tribal agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. To ensure consistent reporting each State, local and tribal agency will identify a single point of contact to represent their agency as a member of the Integrated Planning Team and to coordinate the submission of reports or execute other aspects of the grant.

The reporting format will be standardized as well. Attachment A, the Daily Activity Report is to be used to submit the ongoing results and outputs from OPSG operations conducted. The Daily Activity Report will be submitted to the Border Patrol sector, if required, or to the participating agency's OPSG coordinator. The agency coordinator will compile the results from each Daily Activity Report at the end of the month and submit a monthly report to the Border Patrol sector. The monthly report is due to sector by the 10th day of the following month. The Border Patrol sector will compile the results from the participating agencies and submit the results to Border Patrol Headquarters by the 15th of each following month.

In addition to the ongoing reporting of outputs, participants will be required to submit After Action Reports to participating agencies and the Border Patrol within 10 days of any completed operation, after convening a debrief meeting. The After Action Report should carefully articulate outcomes and outputs, as well as how the results of the operation compare with the objectives identified during the pre-planning meeting. Failure to submit the after-action report in a timely manner may prevent the approval of future operations requests.

IV. Operational roles and responsibilities

The Border Patrol sector's Chief Patrol Agent, or his/her designee, will:

- Coordinate and chair the area Integrated Planning Team's meetings
- Coordinate with all interested and eligible State, local, and tribal agencies in the sector's area of operation during the open period of the OPSG application process by:
 - Assisting applicants in completing the operations planning portion of the application, which is similar to the Operations Order used by the Border Patrol³
 - Forwarding the approved operation portion of the application to CBP/BP Headquarters, as well as to the SAA to complete the application process set by FEMA/GPD
- Following the announcement of grant awards, coordinate and chair a meeting with State, local, and tribal agencies that received OPSG awards to develop an individualized campaign plan. This includes:

³ This will not be entered into the Border Patrol Enforcement Tracking System (BPETS).

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- Working with State, local, and tribal agencies, along with other Federal law enforcement agencies to determine the dates, focus, and needs of each tactical operational period, ensuring that each operation has a nexus to border security;
- Receiving the first periodic operations order from the State, local, and tribal agencies and ensuring that the operation is conducted as outlined in Section I;
- Monitoring and supporting the Operational Cycle throughout the performance period;
- Ensuring Daily Activity and After Action Reports are submitted by State, local and tribal agencies in the proper format and within the established timeframes;
- Providing instruction, when possible, to State, local and tribal agencies regarding techniques, methods and trends used by transnational criminal organizations in the area; and
- Providing a single point of contact to participants as a subject matter expert in OPSG that can coordinate, collect, and report operational activities within the established reporting procedures.

The State, local or tribal agency lead, or their designee, will:

- Coordinate with the SAA on all grant management matters, including but not limited to the development and review of operations orders, expenditure of funds, allowable costs, reporting requirements;
- Participate as a member of the Integrated Planning Team to facilitate the application process during the open period and ensure the application is submitted in compliance with the grant instructions;
- Upon receiving a grant award, coordinate and meet as a member of the Integrated Planning team to develop an individualized campaign plan that covers the length of the grant performance period;
- Work within the Integrated Planning team to develop an initial Operational Cycle and determine the duration of the first operational period based on the tactical needs specific to the area;
- Submit all operations orders to the SAA for review, and submit the first periodic operations order to the Border Patrol and ensure the operation meets the six criteria established in Section II;
- Conduct operations, on an as-needed basis throughout the length of the grant performance period;
- Ensure reports are submitted to the to the Border Patrol, and the SAA when applicable, in the proper format and within established timeframes;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area; and

- Provide the SAA and Border Patrol a single point of contact that maintains subject matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.

The SAA is responsible for the following:

- Actively engage in the IPT meetings;
- Work in direct coordination and communication with the local or tribal agency lead on all grant management matters;
- Review all operations orders created by the local or tribal agency;
- Acts as the fiduciary agent for the program and provide expertise in State policy and regulations;
- Enter into a sub-grant agreement with the award recipients to disburse the allocated funding awarded through FEMA/GPD;
- Generate quarterly reports to FEMA and the U.S. Treasury capturing the award recipients' obligation and expenditure of funds;
- Determine if the grant's performance period requires additional refinement over the federally established 24 month period; and
- Conduct audits of the program to ensure that the award recipients are in compliance with program guidance.

#4.

Attachment A:

Operation Stonegarden

Daily Activity Report

Date Information

Date of Activity

FY Funds Used

Select...

Agency Identifiers

Sector

Agency Type

Region/County

Agency Name

Operational Expenses

Overtime Hours

Labor Cost

Miles Driven/Patrolled

Mileage Cost

Fuel Used (in Gallons)

Fuel Cost

Equipment on Order

Equipment Cost

Total Cost

Operational Activity

Narcotics Seizures

Misdemeanor Arrests

Subjects TOT BP

Cash Seizures

Felony Arrests

Cases TOT BP

Weapons Seizures

Outstanding Warrants

Criminal Aliens TOT BP

Vehicle Seizures

Citations Issued

Vehicle Stops

Specialty Equipment

Intel Reports

***Click the orange arrows below to add details about seizures and arrests.

Specialty Equipment Usage

Surveillance Tower

Marine Patrol Asset

Armored Vehicle

Mobile Command Center

Aviation Asset

Other Spec. Equipment

Narcotic Seizure Details

Type	Weight	Report Number	Location	Comments
Select... ▼				

Currency Seizure Details

Amount	Report Number	Location	Comments

Vehicle Seizure Details

Make/Model	Estimated Value	Location	Comments

Weapon/Ammunition Seizure Details

Weapon Type	Amount Seized	Report Number	Location	Comments

Specialty Equipment Usage Details

Specialty Equipment	Report Number	Location	Comments

Significant Arrest Details

Name	Date of Birth	Report Number	Location	Comments

Intelligence Summary

Category	Report Number	Location	Summary
Select... ▼			

Authorizing Officer
Date of Report
V. Definitions

Integrated Planning Team: The IPT will consist of the awarding State Administrative Agency, local, and tribal OPSG stakeholders within their Border Patrol sector area and U.S. Border Patrol representatives, but may include other area Federal law enforcement

#4.

agencies if deemed necessary by the Chief Patrol Agent. The Integrated Planning Team will be used for all aspects of OPSG application, planning, and de-briefings.

Area of Interest: A specific area, areas, or facilities known to be used by transnational criminal organizations in furtherance of their criminal activity.

Campaign Plan: A series of related law enforcement operations aimed at accomplishing a strategic or operational objective within a given time and space.

Concept of Operations: A written statement that clearly and concisely expresses what the State, local or tribal commander intends to accomplish and how it will be done using available resources (and funding).

Operational Cycle: A deliberate on-going cycle of command, staff, and unit activities intended to synchronize current and future operations (driven by current intelligence and short-term goals that support the campaign).

Operational Discipline: The organized manner in which an organization plans, coordinates, and executes the OPSG mission with common objectives toward a particular outcome.

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Tactical Operational Period: An operational segment that meets the following six criteria: 1) specified beginning and ending dates; 2) begins with pre-planning; 3) is intelligence driven; 4) uses targeted enforcement techniques; 5) has clearly stated objectives; and 6) concludes with an after-action meeting.

Targeted Enforcement: The leveraging of all available assets against a specific action, area, individual, or organization and using those deemed most appropriate to mitigate risk.

Target of Interest: A specific person, group of persons, or conveyance known to be part of, or used by transnational criminal organizations to advance their criminal activity.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same “command” structure, to achieve a success.

EXHIBIT G

EQUIPMENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

City of Los Angeles
037-95050
2013-00110

CFDA #: 97.067

LEDGER TYPE:	Initial Application		
Today's Date	August 16, 2013		
Expenditure Period:	(Date) From:		
	(Date) To:		
Request #			
Approval: Cal OES ONLY	Date & Initials (Prog. REP.):		
Amount This Request	REIMB Request #	Total Approved	Remaining Balance

Project	Master Item #	Sub-line #	Equipment Description (Quantity)	AEL #	AEL Title	SAFECOM consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Part of a Procurement over 100k	Sole Source Involved	Hold Trigger	Approval Date	Estimated Cost	Amount Approved Previous	Amount This Request	REIMB Request #	Total Approved	Remaining Balance
																				33,956,272	-	-		-	33,956,272

#4.

EXERCISE

CFDA #:	97.067

037-95050
2013-00110

LEDGER TYPE:	Initial Application		
Today's Date	August 16, 2013		
Expenditure Period:	(Date) From:		
	(Date) To:		
Request #			
Approval: Cal OES ONLY	Date & Initials (Prog. REP.):		

[illegible]

PLANNING

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #:

97.067

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

City of Los Angeles

037-95050

2013-00110

LEDGER TYPE:	Initial Application		
Today's Date	August 16, 2013		
Expenditure Period:	(Date) From:		
	(Date) To:		
Request #			
Approval: Cal OES ONLY	Date & Initials (Prog. REP.):		

Project	Master Item #	Sub-Line #	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Part of a Procurement over 100k	Sole Source Involved	Estimated Cost	Amount Approved Previous	Amount This Request	REIMB Request #	Total Approved	Remaining Balance
											-	-	-		-	-
															-	-
															-	-
															-	-
															-	-
															-	-
															-	-
															-	-
															-	-
															-	-
															-	-

#4.

EXHIBIT H

LA/LB UASI Modification Request Form

Please fill out the modification request form below and send it to your grant specialist. Include the details for each line # affected by the modification. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the "Modified To" section blank if you do not know that information. **Additionally, please attach any solution area ledger affected by the modification.** Modifications are submitted to CalEMA at the beginning of each fiscal quarter. To be considered for that quarter's modification request, please submit by:

- 1Q: March 15th
- 2Q: June 15th
- 3Q: September 15th
- 4Q: December 15th



Basic Information:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Summary and reason for modification request:	Are the modified ledgers attached electronically?	Have these forms been sent in?
	Equipment Inventory	GrantStat
	Training Roster	EHP
	Orgnization Roster	Sole Source
	Planning Roster	JRIC Request
	Exercise Roster	Aviation Request

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
From									\$ -	\$ -	\$ -	
Total:											\$ -	

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	IJ	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
To									\$ -	\$ -	\$ -	
Total:											\$ -	

HSPS Use Only:

Grant Specialist	Date Received	Date Approved by HSPS	Modification #	Notes

#4.

EXHIBIT I

Subgrantee name: _____ Project: _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

- Submitted by _____ (Name) _____ (Signature) Date: _____

#4.

EXHIBIT J

REQUIRED SUPPORTING DOCUMENTS FOR CLAIM REIMBURSEMENT

Submit all claims and supporting documentation to:

Homeland Security and Public Safety
Office of Mayor Antonio R. Villaraigosa
200 N. Spring Street, Room M175
Los Angeles, CA 90012
Phone: 213.978.0701 Fax: 213.978.0718

IMPORTANT** To process your reimbursement request, you must submit this **checklist** attached with the supporting documents for all items requesting reimbursement. Invoices must be submitted to as soon as expenses are incurred and paid, and the required supporting documentations are available. Do **NOT** accumulate all claims and invoices to submit on the final due date. Failure to timely submit your claim with the required supporting documents could result in expenses **not reimbursed and/or awards reallocated**.

Sub-recipients are also required to perform the following:

- Review the Federal **Debarment Listing** prior to purchase to ensure the intended vendor is not listed. Provide a screen print showing that the listing was queried when submitting the supporting documentation.
- All **Sole Source** contracts must obtain approval from the **State** prior to the purchasing of items.

Procurement

☐ Competitive/Formal bid process?	☐ No	☐ Yes	
☐ Informal procurement memo attached?	☐ No	☐ Yes	
☐ Is this a Sole Source purchase?	☐ No	☐ Yes (Prior State approval attached)	

FOR EQUIPMENT:

- ☐ **Grant Reimbursement Request Form** with **authorized signature** and **date** for each line #.
- ☐ **Invoice:** Must be stamped "**PAID**", **signed** with authorized signature for payment, and **dated**. **Circle**, or **designate** on the invoice/receipt the items requesting reimbursement. Each item **circled** must have **project #**, a funding **SOURCE**, and **TOTAL**. Include proof of payment (copy of canceled check and/or internal accounts payable record). Price quotes will **not be accepted** as proof of purchase for reimbursement
- ☐ **Purchase Orders**
- ☐ **Proof of Delivery** (ie. packing slips): If packing slips cannot be provided by vendor, the purchase order needs be stamped **RECEIVED** with the date the product was received and signature
- ☐ Reviewed **Federal Debarment Listing**: <http://www.epls.gov/eplsearch.do>
☐ **No**. ☐ **Yes**, print screen is attached for auditing purposes.
- ☐ **Equipment Inventory Ledger**, completed listing with all requested information, **including** Line #, Equipment Description, **AEL #**, **AEL Title**, Qty, Invoice #, Invoice Date, Vendor, Amount of Request, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, and Deployed Location. Please send electronic file to your grant specialist.

FOR TRAINING/EXERCISE/ PLANNING:

- ☐ **Grant Reimbursement Form** with **authorized signature** and **date** for each Reference No/ Project No.
- ☐ **Training/Exercise Roster** completed listing with project #, course name, solution area sub-category, discipline, ODP approval, and ODP tracking number.
 - For Training – **ODP approved tracking number** is required
 - For Exercise – Submit **After Action Report** into the ODP Portal within 60 days of event. Attach proof report was submitted (ie. report cover sheet, confirmation email).
- ☐ **Timecards:** indicating the **# of hours** charged per day, employee signature & supervisor signature. Electronic timecard is acceptable.
- ☐ **Payroll register** indicating the salary, hourly rate, employee benefits, overtime rate. Include backfill for name of employee attending training/exercise.
- ☐ **For Training & Exercise Only: Class Roster/Sign-in sheets** or Certificate of Completion with training date (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

Additional items:

- ☐ **Travel** Itemized receipts required for costs such as airfare, lodging, meals and/or training/conference fees. Receipts/invoices must include appropriate dates agreeing with the travel/training period. Gratuity and alcoholic beverages are not allowed for reimbursement. Credit card authorization slips are unacceptable. Please see www.gsa.gov for approved per diem rates.
- ☐ **Workshop** –Invoices and proof of payment for instructor, facilities, contractor and consulting services.

Completed By: _____

By: _____

#4.

**CITY OF LOS ANGELES
URBAN AREA SECURITY INITIATIVE GRANT
Reimbursement Request Form**

Return Expenditure Requests to:

Grant Specialist
Mayor's Office of Homeland Security and Public Safety
200 N. Spring St., Room #M175
Los Angeles, CA 90012
Fax: 213.978.0718

Jurisdiction: _____

Agency/Department: _____

Expenditure Period: begin end

UASI FY08 ☐
UASI FY09 ☐
UASI FY10 ☐
UASI FY11 ☐
UASI FY12 ☐

Project Letter: _____
Master Item #: _____
Sub-Line #: _____

Prepared By: _____
Phone No.: _____

Please mark this box to indicate
final request for reimbursement ☐

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment				-	-
Exercise				-	-
Training				-	-
Planning				-	-
Organization				-	-
Management & Admin				-	-
Total	-	-	-	-	-

This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for cost incurred within the Grant Performance Period.

Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.

Authorized Department Approval:

Please Remit Payment to:

Print Name

Agency

Title

Address

Signature

Date

City

State

Zip

Phone No. (extension)

Fax No.

HSPS Department Use Only

Invoice Tracking No: _____

Fiscal Year: _____

Cash Request No: _____

Invoice No: _____

Document ID No: _____

EXHIBIT K

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

AVIATION EQUIPMENT REQUEST FORM

Homeland Security Grant Program FY: _____ Grant Number: _____ Cal OES ID#: _____

Urban Area Security Initiative (UASI) FY: _____ Grant Number: _____ Cal OES ID#: _____

Project Amount: UASI: \$_____ SHSGP: \$_____

City/County/Agency Name: _____

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____

2. Provide a description of the area that will be served by the requested equipment.
3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.
5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.
6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.
7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

Cal OES Aviation Request Form
Page Two

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.



OMB Control#: 1660-0115
 Expiration Date: 10/31/2013
 FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

Paperwork Burden Disclosure Notice

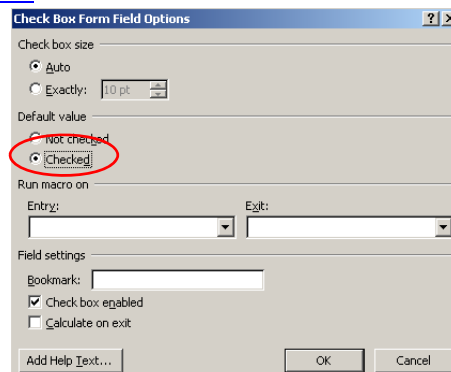
*Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660- 0115) **NOTE: Do not send your completed form to this address.***

Completing the Screening Form:

This form must be attached to all project information sent to the Grant Programs Directorate (GPD) to initiate environmental and historic preservation (EHP) compliance review, per the National Environmental Policy Act (NEPA) and other EHP laws and executive orders. *There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, table-top exercises and functional exercises, or purchase of mobile and portable equipment where no installation needed.* Information Bulletin 345 (September 1, 2010) provides details on these activities. The form must be completed by someone with in-depth understanding of project details and location. Completion of this form does not conclude the EHP review process and FEMA may need to contact you for further information. Not providing requested information may result in funding release delays. This form is intended to be completed electronically. The following website provides a version of this form that is suitable for printing and completing by hand as well as additional guidance such as on how to make an aerial map: <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm#5>.

To check (X) a box (for example, ☐ Yes ☐ No), left double-click using your mouse and a Check Box Form Field Options box will appear, then under the Default Value, select Checked and press OK (see figure, right). To write in a text field (____), select the text field with your mouse and begin typing.

Submit completed form with necessary attachments to GPDEHPIInfo@dhs.gov with the following information in the e-mail subject line: EHP Submission: Project Title, Subgrantee Name; Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345).



Environmental and Historic Preservation Screening Form

Complete all of Section A, Section B, all of each portion(s) of Section C corresponding to checked blocks in Section B, and all of section D that apply to the project.

A. PROJECT INFORMATION (complete all)

DHS Grant Award Number: _____ Grant Program: _____
 Fiscal Year: _____
 Project Title: _____
 Grantee (SAA): _____ Sub grantee: _____
 Grantee POC: _____ Subgrantee POC: _____
 Mailing Address: _____ Mailing Address: _____
 E-mail: _____ E-mail: _____
 Dollar value of grant (*if known*): _____

B. PROJECT TYPE

Please check ALL the block(s) that best fit the scope of the project.

- ☐ 1. Training and Exercises. Go to page 2. Complete all of Section C.1.
- ☐ 2. Purchase of Equipment. Go to page 3. Complete all of Section C.2.
- ☐ 3. Physical security enhancements. Go to page 3. Complete all of Section C.3.
- ☐ 4. Renovations/upgrades/modifications to existing structures. Go to page 3. Complete all of Section C.4.
- ☐ 5. New construction/addition. Go to page 4. Complete all of Section C.5.
- ☐ 6. Communication towers, related equipment, and equipment shelters. Go to page 5. Complete all of Section C.6.
- ☐ 7. Other. If your project does not match any of these categories, go to page 6. Complete Section C.7

The following information is required to initiate EHP review of the project. Based on the project's scope of work, determine which project type applies below and complete that section. For multi-component projects or those that may fit into multiple project types, complete the section that best applies and provide a complete project description. The project description should contain a brief summary of what specific action is proposed, where it is proposed, and how it will be implemented. If the project involves multiple locations, information for each must be provided. Attach additional pages, if needed.

Provide a complete project description: _____

C. PROJECT DETAILS

1. ☐ **Training and Exercises (check each that applies):** ☐ Classroom-based ☐ Field-based
If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted. All other training must provide the following:

- a. Describe the scope of the proposed training or exercise (purpose, frequency, materials, and equipment needed, number of participants, and type of activities required)
 (Attach additional pages, if needed): _____

Environmental and Historic Preservation Screening Form

- b. Will the field-based training take place at an existing facility having established procedures for that particular proposed training and exercise, and that conforms with existing land use designations (refer to Information Bulletin #329 (http://fema.dps.mo.gov/empg/IB%20329_20090902.pdf) for further information)?

.....
☐ Yes ☐ No

- If yes, please provide the name and location of the facility (physical training site address or latitude-longitude):
- If no, provide the location (physical project address or latitude-longitude) **and** a full description of the area where training will occur:

- c. Does the field-based training/exercise differ in any way (including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, type of activities) from previously permitted training exercises and training practices?

☐ Yes ☐ No

- If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope:

- d. Will any equipment or structures need to be installed to facilitate training?

.....
☐ Yes ☐ No

- If yes, explain how and where this is proposed to be done (*include site-specific color photographs*):

2. ☐ **Purchase of equipment** (*If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, you do not need to complete and submit this form.*)

- a. Specify what equipment, and the quantity:

- b. Provide AEL number(s) (if known):

- c. Will this equipment be installed?

☐ Yes ☐ No

- If Yes, go to page 6. Complete Section D.

3. ☐ **Physical security enhancements and or installations** (for example: installation of back-up generators, fencing, cameras, building/room access control, bollards, motion detection systems, x-ray machines, and lighting).

- a. Describe what, how, and where improvement(s)/installation(s) will occur in/on the facility/building/structure:

- b. Provide project location (physical project address and latitude-longitude):

- c. Will the new equipment/improvements use the existing power supply systems? ☐ Yes ☐ No

- If no, describe new power source and installation (such as utility trenching):

- d. If generator installation, please state the capacity (KW):

- If a separate fuel tank is also included, describe if it is to be installed above or below ground, and its capacity (gallons):

Environmental and Historic Preservation Screening Form

- e. Go to Page 6. Provide additional project details in Section D.

4. ☐ **Renovations/upgrades/modifications to existing structures.**

- a. Provide detailed description of modifications:
- b. Provide project location (physical project address and latitude-longitude):
- c. Will any equipment need to be installed? ☐ Yes ☐ No
- If yes, please note in Section 2, (purchase of equipment).
- f. Go to Page 6. Provide additional project details in Section D.

5. ☐ **New construction/addition (for example: emergency operations centers, docks, piers, security guardhouse).**

- a. Provide detailed scope of work (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):
- b. Provide project location (physical project address or latitude-longitude):
- c. Will any equipment need to be installed?
☐ Yes ☐ No
- If yes, please note in Section 2 (purchase of equipment).
- d. Will the new building/facility/renovations use existing utilities?
.....
☐ Yes ☐ No
- If no, describe installation of new utilities in (a) above (including trenching):
- e. Go to Page 6. Provide additional project details in Section D.

6. ☐ **Communication towers, related equipment, and equipment shelters**

- a. Provide a detailed description of the project
- b. Provide project location (physical project address or latitude-longitude):
- c. Provide the elevation above mean sea level of the project location:
- d. For projects involving antenna(s) installations on existing towers:
- Provide the height of the existing tower:
 - The height of the tower following the installation of the new antenna(s):
- e. For new tower projects, state the total height (in feet) of the communication tower or structure including any antennae to be mounted:
- If the proposed tower height is greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:
 - Will the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

Environmental and Historic Preservation Screening Form

- If guy wires are required, state number of bands and how many:
 - State why a guyed tower is needed to meet the requirements of this project:
 - What kind of lighting will be installed, if any (for example: white strobe, red strobe, or steady burning?):.....
- f. A general description of terrain (For example: mountainous, rolling hills, flat to undulating):
- g. Describe the frequency and seasonality of fog/low cloud cover:
- h. Provide a list of habitat types and land use on and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) waterbody, marsh):
- i. Is there evidence of bird roosts or rookeries present within ½-mile of the proposed site?..... ☐ Yes ☐ No
- a. If yes, describe:
- Distance to nearest wetland area (for example: forested swamp, marsh, riparian, marine) and coastline if applicable:.....
- i. Distance to nearest telecommunication tower:
- j. Have measures been incorporated for minimizing impacts to migratory birds?
☐ Yes ☐ No
- If yes, describe:
- k. Has an FCC registration been obtained for this tower?
☐ Yes ☐ No
- No
- If yes, provide Registration #:
- l. Has the FCC E106 process been completed?
☐ Yes ☐ No
- m. Has the FCC Tower Construction Notification System (TCNS) process been completed?
☐ Yes ☐ No
- If yes, attach all relevant environmental documentation submitted as part of the registration process including use of the Tower Construction Notification System (TCNS), if applicable. FRN#
- n. Will any equipment or structures need to be installed?
☐ Yes ☐ No
- If yes, explain what type how and where this is proposed to be done (*attach additional pages, if pages needed*):
- o. Will equipment be co-located on existing FCC licensed tower or other structure?
☐ Yes ☐ No
- If yes, identify the type of structure:

Environmental and Historic Preservation Screening Form

p. Go to Page 6. Provide additional project details in Section D.

7. ☐ **Other.** For any project that does not fit a category listed above, please provide a thorough summary of the proposed action and location. Include as much detail as necessary to ensure someone not personally familiar with the project is able to conduct an EHP review.

a. Project Summary: _____

b. Provide additional project details in Section D.

D. OTHER PROJECT RELATED INFORMATION (complete all that apply)

The following website may provide some additional EHP related guidance and resources to help complete this section <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm#5>.

1. If work is proposed on/in an existing building(s) or structure(s) provide the year built:
 - If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, please provide the year(s) and briefly describe the nature of remodeling:
2. If the project affects the exterior of the building, are there any known buildings and/or structures that are 45 years or older in the immediate project area?

☐ Yes ☐ No/NA

 - If yes, please provide the location, ground-level color photos of these, and identify their location(s) on the aerial map.
3. Is the building or structure on which work is proposed a historic property or in a historic district, or are there any adjacent historic properties?

☐ Yes ☐ No
 - Information about historic properties may be found on the National Register of Historic Places at <http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome> or the respective State Historic Preservation Office may have information on their website.
4. Will ground disturbance be required to complete the project?
☐ Yes ☐ No
 - If yes, provide total extent (depth, length and width) of each unique ground disturbing activity. Light poles, bollards and fencing are each unique ground disturbing activities (For example, six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep):
5. Has the ground been previously disturbed?
☐ Yes ☐ No
 - If yes, please describe the current disturbed condition of the area (for example, parking lot, roadway right-of-way, commercial development):
6. Are there technical drawings or site plans available, if yes please attach.
 .

#4.

Environmental and Historic Preservation Screening Form

.....
☐ Yes ☐ No

7. Attach color site photographs:

- Ground-level color site photos that provide context and show where site work/physical installations are proposed (label photos),
- Ground-level color photographs of each side of the building involved.
- Aerial color photograph with project limits outlined and with the location of any proposed installations identified.
- Aerial color photograph(s) showing all ground disturbing activities (if applicable).

8. Is the project part of an approved plan such as a Master Plan or an Implementation Plan or any larger action/project?

.....
☐ Yes ☐ No

- If yes, provide the plan/project name and brief description:

9. Is there any *previously* completed environmental documentation for this project (for example: Environmental Impact Statement, Environmental Assessment, wetland delineation, archaeological study)?

☐ Yes ☐ No

- If yes, please attach documentation. If a NEPA document, what was the decision? (*Check one, and please attach*):

☐ Finding of *No Significant Impact* (FONSI) or

☐ Record of Decision (ROD)

Name of preparing agency:

Date approved:

10. Is there any *previously* completed agency coordination for this project (for example correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office (SHPO), Tribal Historic Preservation Office (THPO), or permitting agencies)?

☐ Yes ☐ No

- If yes, please attach documentation unless included in NEPA documentation identified above.

11. Provide FEMA Flood Insurance Rate Map (FIRM), with project limits outlined. FIRM maps can be created from: <http://www.fema.gov/hazard/map/firm.shtm>

12. Provide U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map created from: <http://www.fws.gov/wetlands/Data/Mapper.html>

California Governor's Office of Emergency ServicesESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _____

Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility:

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

#4.

Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs ² (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
TOTAL - EOC Supplies and Equipment		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

(Name)

Date: _____

(Signature)

California Governor's Office of Emergency Services**WATERCRAFT REQUEST**

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

#4.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

EXHIBIT L

#4.

Technology Project Standards

1. Virtual Port (Data System Projects)

- 1) Web-based software: system on browser technology instead of proprietary system
- 2) API or STK software integration tools- application is typically provided by the manufacturer
- 3) Exchange protocols: 128 bit encryption
- 4) Dual authentication

2. Downlink Project

1. Ability to go non-encryptic for both receivers and transmitters
2. 6.5 GHz Range
3. High-gain antennas
4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

3. SMART Classroom

1. 2 Mbps minimum bandwidth
2. Code-X Specs- minimum of C40 (2 video outputs)
3. Camera Specs- 1080 dpi
4. Firewall settings:
5. IT personnel required for set-up/installation

4. LARCOPP

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC's mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs', Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP's/IAP's

Downlink Receiver – Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.

Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone's incidents and information live. It also allows us to work together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

5. License Plate Recognition (LPR)

Overview:

Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

System Requirements:

- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
 - GPS location;
 - Date;
 - Time;
 - Source (vehicle ID/fixed identifier);
 - Alert reason;

#4.

- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

Hardware:

- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

Network Conditions:

- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

Warranty and Maintenance:

- System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

Regional Sharing:

- Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum of Agreement to share data between LA-LB UASI law enforcement members (to be developed and provided prior to final grant award);

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF LOS ANGELES AND ACCEPT URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE AMOUNT OF \$4,348.00 (UASI- 2013) AND AMEND THE FIRE DEPARTMENT’S 2013-14 FISCAL YEAR BUDGET

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

2/12/2014 1:44:51 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/27/2014 11:54:09 AM
DATE

Kelly Montgomery
CITY MANAGER

2/12/2014 5:31:07 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 25, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH FENIX CORP TO ACT AS THE CITY'S
CERTIFIED MARKET MANAGER/OPERATOR OF THE COMPTON
BLUE LINE FARMER'S MARKET**

SUMMARY

The City Manager's office is currently in negotiations with the Fenix Corporation to operate the City of Compton's Blue Line Farmers Market. As the Market Manager, the Fenix Corporation (a Non-Profit) will manage all aspects of the Farmers Market. The City Manager has negotiated a contract for the remainder of Fiscal Year 2013/14 and through the end of Fiscal Year 2014/15 (15 months).

BACKGROUND

The Compton Blue Line Farmers' Market is a Certified Farmers' Market, approved by the Los Angeles County Commissioner of Agriculture as a direct marketing outlet for producers (both certified and non-certified) to sell their products directly to consumers without meeting the usual size, standard pack, and container requirements. The Market is operated in accordance with regulations established in the California Code of Regulations pertaining to direct marketing. The Market and all vendors who participate are subject to all applicable federal, state, county, and city statutes, rules, regulations, ordinances, and orders.

The Compton Blue Line Farmers' Market was launched September 4, 2013 in an effort to provide citizens of Compton with access to healthy foods, which was a critical priority identified by the City Council during its 2013-14 budget development process.

The Market found early success with large numbers of residents attending the market, which consisted of approximately twenty-five (25) vendors selling produce, vegetables and other items. However, as the market continued, the number of vendors selling produce started to dwindle each week. There are many theories as to why the Blue Line Farmers Market never reached its full potential during its original launch. Some of the theories include lack of marketing, acquisition of additional farmers, and the change of season. As a result of the dwindling participation, the Compton Blue Line Farmers' Market was placed on hiatus in November 2013.

STATEMENT OF THE ISSUE

During the hiatus of the Market, it was determined that the existing operator could not increase the number of produce vendors at the pace acceptable to the City, therefore the City staff engaged other market operators throughout the Los Angeles region in hopes of finding an operator to expand the market to its capacity (54 vendors). Letters of Engagement were submitted to market operators with proven track records of managing thriving farmers' markets. Below is a list of the operators requested to submit proposals of interest:

1. SEE-LA (Sustainable Economic Enterprises of Los Angeles)
 - a. SEE-LA operates the following Farmers' Markets: Atwater Village, Central Avenue, Baldwin Hills Mall, Echo Park, Hollywood, LA Medical Center, and Watts
2. Destination Green Events
 - a. Destination Green operates the following Farmers' Markets: Culver City, Westwood Village, and West Los Angeles.
3. Los Angeles City Farms
 - a. Los Angeles City Farms operates the following Farmers' Markets: Cal State University Long Beach, San Marino, Southbay Pavilion, Warner Brothers, and Yamashiro.
4. FENIX Corp
 - a. Operates and owns a number of retail businesses, open air markets, and swap meets in Los Angeles.
5. City of Torrance Farmers' Market
 - a. Operated by the City of Torrance.
6. Metro Community Development Corp.
 - a. Operates the Compton Community Garden on Long Beach Blvd.

Although the City engaged a number of operators only two (2) proposals were submitted; one from the Fenix Corporation and the other from Metro Community Development Corp. The other operators either did not respond or declined to provide written proposals.

Based upon proposals received, Fenix Corporation (a nonprofit) is the best qualified to serve as the Market Operator and will provide ongoing administrative support, including the collection of fees, marketing, dispute resolution and verification of required vendor licenses, as identified in the Scope of Services (Exhibit A) of the agreement.

PROJECT DESCRIPTION

The goal of the Compton Blue Line Farmers' Market is to ensure residents of Compton have access to fresh fruits and vegetables. Fenix Corporation will be responsible for the delivery of a minimum of 40 vendors (which sell fresh produce, honey, nuts and other prepared foods) to meet the Council's goal for the Compton Blue Line Farmers' Market.

The City Manager's Office negotiated a contract with the FENIX Corp, which includes, but is not limited to, the following components:

1. Acquiring and maintaining a minimum number of vendors (75%) that sell produce such as fruit, vegetables, nuts, honey and other fresh foods.
2. Operating the Farmers Market from 10:00 a.m. to 7:00 p.m. one day per week.
3. Developing weekly/monthly special events that will draw residents. A monthly event calendar will be presented to the City Manager's office thirty (30) days prior to any activity.
4. Increasing promotional signage throughout the City to promote the Compton Blue Line Farmers' Market.
5. Collaborating with Los Angeles Metro's "Go Green" promotional platforms, which promote sustainability opportunities.
6. Providing access for local residents and businesses to participate as vendors.
7. Implementing a "Market Match" program that includes:
 - a. Establishing partnerships with the Department of Public Health and Hunger Los Angeles
 - b. Creating a volunteer program to assist with implementing the 'Market Match' program
8. Implementing an "EBT/SNAP" program
9. Creating job opportunities by working with the City of Compton CareerLink program for local residents.

FISCAL IMPACT

The City agrees to pay to Fenix Corporation a total of \$18,750.00 for the duration of the contract. Funds shall be distributed in the amount of \$3,750.00 per quarter, due in advance the first of each quarter. The City Manager's Office has the available funds in account #1001-510-000-4249. The marketing costs will also be supported from sponsors, like Wells Fargo, which has already agreed to donate \$5,000 to the Blue Line Farmers' Market. The City will control and maintain a separate sponsor provided fund to supplement Farmers' Market advertising.

FENIX Corp shall charge a minimum of \$25.00 for stall fee to each participating vendor at the Compton Blue Line Farmer's Market. FENIX Corp shall pay to the City of Compton \$10.00 per stall fee received and FENIX Corp shall retain a minimum of \$15.00 or 10% of each vendor's gross revenues, whichever is higher. FENIX Corp shall also pay the City's \$400.00 per week beginning June 1, 2014 through the duration of this agreement.

Staff anticipates the City of Compton Blue Lines Farmers' Market should start operating the second week in April.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution and contract.

G. Harold Duffey
CITY MANAGER

RESOLUTION NO. _____

**AMENDMENT TO RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
FENIX CORP TO ACT AS THE CITY'S CERTIFIED MARKET
MANAGER/OPERATOR OF THE COMPTON BLUE LINE FARMER'S MARKET**

WHEREAS, the Mayor and City Council have determined that the citizens of Compton need increased access to fresh foods and produce as reflected in the City's Fiscal Year 2014-15 Budget; and

WHEREAS, the establishment and promotion of venues that increase access to fresh foods may generate health benefits and improve the quality of life for Compton residents and the community; and

WHEREAS, the City desires to enter into an agreement with the FENIX Corp a community partner, to market, operate, and promote the Compton Blue Line Farmer's Market; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the City Manager is hereby authorized, upon the advice of the City Attorney, to enter into an agreement with FENIX Corp to act as the City of Compton's Certified Market Manager/Operator of the Compton Blue Line Farmers' Market.

SECTION 2. That the term of this Agreement shall be for fifteen (15) months (April 1, 2014 – June 30, 2015).

SECTION 3. That the City shall pay FENIX Corp as compensation for its services as Market Manager/Operator for the Compton Blue Line Farmers' Market the amount of \$3,750 per quarter (due in advance the first of each quarter) beginning April 1, 2014; (continuing with payments on July 1, 2014, October 1, 2014, January 1, 2015 and a final payment on April 1, 2015) for the total sum of eighteen thousand seven hundred fifty dollars (\$18,750.00).

SECTION 4. FENIX Corp shall charge a minimum of \$25.00 for stall fee to each participating vendor at the Compton Blue Line Farmer's Market.

SECTION 5. FENIX Corp shall pay to the City of Compton \$10.00 per stall fee received and FENIX Corp shall retain a minimum of \$15.00 or 10% of each vendor's gross revenues, whichever is higher.

SECTION 6. FENIX Corp shall also pay to the City of Compton \$400.00 per week beginning June 1, 2014 through the duration of this agreement.

SECTION 7. Funds for payments to FENIX Corp shall be paid from Account No. 1001-510-000-4249.

SECTION 8. Copies of this Resolution shall be filed with the offices of the City Clerk, City Manager, City Attorney, and City Controller.

SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the amended adoption of this Resolution.

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

**CITY CLERK OF THE CITY OF COMPTON
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS—
NOES: COUNCIL MEMBERS—
ABSENT: COUNCIL MEMBERS—
ABSTAINS: COUNCIL MEMBERS—

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FENIX CORP**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **FENIX CORP** (hereinafter referred to as "**CONSULTANT**"), located at 3650 E. Olympic Blvd., 2nd Floor, Los Angeles, CA 90023

RECITALS:

WHEREAS, the City desires to establish a Compton Blue Line Farmers Market in order to increase the access of fresh produce and foods to the residents of Compton; and

WHEREAS, the City is in need of retaining the services of an experienced and qualified management consulting firm to assist with the management and operation of the Compton Blue Farmers' Market; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2014, the City Council gave approval to award a contract to the Consultant to provide the services required by this Agreement; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City (each a "Party" and collectively, the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be Rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing and rendering the following professional services, to be provided as specified within the attached "Exhibit – Scope of Services," which is incorporated herein.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Martin Ferrio, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner from April 1, 2014 to June 30, 2015.

3. **Compensation To Vendor.** As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of Eighteen thousand seven hundred and fifty dollars (\$18,750.00), payable quarterly beginning April 1, 2014 and continuing with payments on July 1, 2014, October 1, 2014, January 1, 2015 and a final payment on April 1, 2015.

4. **Compensation To City.** Consultant shall pay to City a not-to-exceed sum of Four Hundred Dollars (\$400.00) per week beginning June 1, 2014 through the duration of this agreement.

5. **Fee Sharing Arrangement.** Consultant shall charge a minimum of Twenty-Five (\$25.00) for stall fee to each participating vendor. Consultant shall pay to the City, Ten Dollars (\$10.00) per stall fee received and Consultant shall retain a minimum of \$15.00 or 10% of each vendor's gross revenues, whichever is higher.

6. **Compensation After Termination.** In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

7. **Ownership of Materials.** All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or

its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. **Independent Contractor Status.** Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. **Successors, Assignment and Delegation.** City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written

consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. **Nondiscriminatory Employment Practices.** During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. **Subcontracting.** Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. **Other Consultants.** The City reserves the right to employ other consultants in connection with the services.

10. **Indemnification.** Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. **Insurance.** Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers' Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 **Commercial General Liability Insurance.** \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 **Automobile Liability.** \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 **Workers' Compensation and Employer's Liability.** Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 **Professional Liability.** Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to

the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. **Permits and Licenses.** Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. **Maintenance of Records.** Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

14. **Warranties.** Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. **Federal and State Withholding Taxes.** Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. **General Compliance with Laws.** Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. **Termination.** In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate

possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. **Covenants Against Contingent Fees.** Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. **Claims And Lawsuits.** By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

20. **Certifications.** The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct 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 within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Martin Ferrio, President

(Date)

21. **Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. **Testimony.** Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. **Amendments.** This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. **Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. **Notices.** Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

**FENIX Corp
3650 E. Olympic Blvd., 2nd Floor
Los Angeles, CA 90023
Attn: Martin Ferrio
323 816-7120**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

#5.

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

FENIX CORP/CONSULTANT

Dated: _____

By _____
Martin Ferrio, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

**Exhibit A-Scope of Service
Compton Blue Line Farmers' Market**

FENIX Corp-acting by and through collaboration with the Office of the City Manager will, in a manner commensurate with available funding perform the following functions during the contract period of April 1, 2014 thru June 30, 2015.

1. Acquire and maintain a minimum of 75% of Farmers (produce vendors)
2. Develop weekly/monthly special events that will draw residents. Monthly event calendar shall be presented to the City Managers' office thirty (30) days prior to any activity.
3. Increase promotional signage throughout the City to promote the Compton Blue Line Farmers' Market.
4. Collaborate with Los Angeles Metro's "Go Green" promotional platforms which promote sustainability opportunities.
5. Provide access for local residents and businesses to participate as vendors.
6. Implement "Market Match" program that includes:
 - a. Establishing partnership with Department of Public Health and Hunger Los Angeles
 - b. Creating a volunteer program to assist with implementing the 'Market Match' program
7. Implement "EBT/SNAP" program
8. Creating job opportunities by working with City of Compton Careerlink for local residents.
9. Determine the eligibility of those wanting to sell at the market based on the rules established by market's governing body (i.e. Office of the City Manager). Actively recruit new producers to expand the variety or products for sale.
10. Market Manager will charge each vender a \$25.00 rental fee (or 10% of gross whichever is larger) per space. Market Manager shall pay the City \$10.00 for each rental space (Max of \$400.00 per market day).
11. Assign selling spaces if vendor has pulled out of market.
12. Keep up-to-date and knowledgeable of supply and demand conditions and their direct effect on producer prices.
13. Ensure that all applicable licenses, permits, and insurances are filed with relevant agencies. Police all vendors/sellers are using approved scales and obtain state or local permits as needed for the sale of certain products (i.e. eggs, meat, dairy, nursery products, etc.). Be knowledgeable about exactly where to refer a vendor in need of permits or registrations.
14. Stress the sale of high quality produce. Monitor each Farmer's products and encourage each to market only high quality goods not excess or leftovers.
15. Assure the market is operated in a timely and efficient manner, and that sales occur only within the specific market hours. Establish and enforce regular hours of operation.

Exhibit A-Scope of Service Blue Line Farmers' Market (continued)

16. Settle or prevent disputes among the farmers', as well as, disagreements arising between shoppers and farmers over prices or correct weights of produce. Be friendly, courteous, and consistent in all dealings with both farmers and consumers.
17. Keep the Office of the City Manager advised of the market's conditions by providing them with relevant data on gross vendor sales, market income, and feedback from customers and vendor surveys. Work with committees to review, update, or create any updates on market rules, strategies for future growth, and partnerships with other organizations.
18. Have clear emergency procedures in place for accidents, medical emergencies, safety or crime issues, severe weather, or natural disasters. Establish a chain of command and a phone tree in case communication is compromised by power outages or evacuations. Have quick access to a first aid kit, City Fire/EMT direct contact, and a fire extinguisher. Knowledge of first aid and CPR is beneficial.
19. Continually evaluate the markets strengths and weaknesses. Conduct customer surveys, track overall sales, and monitor for potential improvements in daily logistics, outreach efforts, and product selection.
20. Operating the Compton Blue Line Farmers' Market from 11:00am to 7:00pm at least one day per week.

March 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE
PROPOSED ANNUAL ACTION PLAN.

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed Annual Action Plan, a public hearing is requested for **Tuesday, April 15, 2014 at 3:35pm.**

G. HAROLD DUFFEY
CITY MANAGER

March 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE
PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD
FUNDS.

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed changes in funding allocations for CDBG, HOME, and ESG projects and activities from current and/or prior years Action Plans. Therefore, in order to notify the public about the proposed Substantial Amendment, a public hearing is requested for **Tuesday, April 15, 2014 at 3:40pm.**

G. HAROLD DUFFEY
CITY MANAGER

3/20/2014 12:25:08 PMStephen AjobieweMarch 25, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MONICA TURNER, RISK MANAGER
CITY ATTORNEY'S OFFICE

SUBJECT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH DUDEK AND ACCEPT THEIR PROPOSAL FOR A SOIL GAS INVESTIGATION AND SVE/DPE PILOT TEST IN ACCORDANCE WITH THE DECEMBER 17, 2013 DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD TO TAKE CORRECTIVE ACTION REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1.

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to amend the contract with Dudek and accept their proposal to provide a limited soil gas investigation and Soil Vapor Extraction/Dual Phase Extraction ("SVE/DPE") pilot study at Compton Fire Station No. 1, pursuant to a December 17, 2013 Directive from the Regional Water Quality Control Board ("RWQCB").

BACKGROUND

The City's Fire Station No. 1, located at 201 S. Acacia Avenue was found to have contaminated groundwater with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks. Remediation has been taking place at Fire Station No. 1 since 1998. The City contracted with Amnat Environmental but ended the contract in 2010 after receiving a Directive from the RWQCB on June 10, 2010, to develop a more aggressive remedial approach.

Staff solicited proposals from environmental engineering firms and Dudek was awarded a contract pursuant to Resolution No. 23,241, adopted by the City Council on November 9, 2010, to review existing data, evaluate the effectiveness of the existing remediation system and prepare a revised Remedial Action Plan ("RAP") for submission and approval of the RWQCB. Subsequent to approval of the RAP submitted by Dudek, and pursuant to the provisions of Resolution No. 23,241, Dudek was authorized to proceed with implementing the remedial action system by providing remedial environmental services by conducting three sampling events (two annual and one semi-annual) and performing soil sampling and preparing a report with findings for submittal to the RWQCB.

**Staff Report – Resolution (1st) Amend Agreement with Dudek
Environmental Remediation – Compton Fire Station No. 1
March 25, 2014, page 2**

In accordance with a 2012 RWQCB Directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized another agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring wells.

STATEMENT OF THE ISSUE

On December 17, 2013, the RWQCB issued a Directive to the City, pursuant to the soil sampling and groundwater monitoring reports that Dudek submitted. The Directive requires the City to take corrective action to insure protection of human health, safety and environment, in accordance with Health and Safety Code Section 25296.10. The RWQCB has specifically required the City to submit a new workplan. Phase One (1) involves a soil gas investigation and SVE/DPE pilot test. Results from the pilot test will assist Dudek in determining the scope of a final RAP and full-scale system design, which will be submitted to the RWQCB for approval. In order to complete Phase One (1) by the required deadline of July 15, 2014, work must begin by the end of March 2014.

Due to the severe time constraints in complying with the Directives of the RWQCB, staff recommends authorization of an amendment to the current agreement with Dudek rather than seeking further competitive proposals. Dudek is intimately familiar with the remediation efforts and status of the Site, thus maintaining critical continuity on the project, and has performed services that have proven to be satisfactory to the City and, more importantly, the RWQCB.

The soil gas investigation and SVE/DPE pilot tests that are required by the RWQCB are in addition to the previous March 8, 2012 Directive that requires the City to conduct semi-annual groundwater monitoring currently being performed by Dudek pursuant to the agreement authorized by Resolution No. 23,880.

FISCAL IMPACT

Dudek has estimated the cost of materials and time for Phase One (1) of this task to be \$66,740. Funds are still available for work that was approved in Fiscal Year 2013-2014. Dudek estimates they will not complete work appropriated for the 2013-2014 year until the fall of 2014. Therefore, we will use the funds that are currently appropriated and request additional funding of \$66,740 in the budget for Fiscal Year 2014-2015. Funds are currently available in the Risk Management Account Fund No. 6400-420-0000-4269.

Staff Report – Resolution (1st) Amend Agreement with Dudek
Environmental Remediation – Compton Fire Station No. 1
March 25, 2014, page 3

ALTERNATIVE

The alternative would be to do nothing, risking groundwater contamination, Regional Water Quality Control Board fines and possible protracted litigation.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution authorizing the City Manager to amend the contract with Dudek and accept their proposal for additional remediation investigation and services, as required by the Regional Water Quality Control Board.

**MONICA TURNER
RISK MANAGER**

**CRAIG CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH DUDEK AND ACCEPT THEIR PROPOSAL FOR A SOIL GAS INVESTIGATION AND SVE/DPE PILOT TEST IN ACCORDANCE WITH THE DECEMBER 17, 2013 DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD TO TAKE CORRECTIVE ACTION REGARDING REMEDIATION AT COMPTON FIRE STATION NO.1.

WHEREAS, the Regional Water Quality Control Board issued a Directive to the City on December 17, 2013, pursuant to soil sampling and groundwater monitoring reports received from Dudek, the City's contractor; and

WHEREAS, there is a need to amend Dudek's contract as a result of the Directive from the Regional Water Quality Control Board, requiring the City to take corrective action, to insure protection of human health, safety and environment; and

WHEREAS, Dudek will conduct an SVE/DPE Pilot Test, in accordance with the Directive; and

WHEREAS, results from the pilot test will assist Dudek in determining the scope of a final Remediation Action Plan, which will be submitted to the Regional Water Quality Control Board for approval; and

WHEREAS, the Soil Gas Investigation and SVE/DPE pilot are in addition to the work required by the Regional Water Quality Control Board's March 8, 2012 Directive; and

WHEREAS, Dudek has estimated the cost of this task to be \$66,740.00; and

WHEREAS, staff has recommended that the City Council amend the current agreement with Dudek and accept their proposal for the scope of work, to comply with the Regional Water Quality Control Board's Directive of December 17, 2013, for a more aggressive remediation plan at Compton Fire Station No. 1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager is hereby authorized to amend the agreement with Dudek and accept their proposal for the pilot test to determine a final remediation plan at Fire Station No. 1.

Section 2. That a purchase order is authorized to be issued to Dudek in the amount of \$66,740.00.

Section 3. That funds are still available for work that was approved in Fiscal Year 2013-2014, however Dudek estimates that they will not complete work appropriated for the 2013-2014 year until the fall of 2014. Thus, funds are currently available in Account No. 6400-420-000-4269 and additional funding in the amount of \$66,740 will be allocated in the Fiscal Year 2014-2015 budget.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

Section 5. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAINS: COUNCIL MEMBERS –

CITY CLERK OF THE CITY OF COMPTON

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION**Los Angeles Regional Water Quality Control Board**

December 17, 2013

Mr. Charles Evens
City of Compton
Division of Risk Management
205 South Willowbrook Avenue
Compton, CA 90220

**UNDERGROUND STORAGE TANK PROGRAM – DIRECTIVE TO TAKE CORRECTIVE ACTION IN RESPONSE TO UNAUTHORIZED UNDERGROUND STORAGE TANK RELEASE – HEALTH AND SAFETY CODE SECTION 25296.10 AND TITLE 23, CHAPTER 16, CALIFORNIA CODE OF REGULATIONS, SECTION 2720-2727.
CITY OF COMPTON FIRE STATION NO. 1 (PRIORITY A-1 SITE)
201 SOUTH ACACIA AVENUE, COMPTON (CASE NO. I-11370)**

Dear Mr. Evens:

Pursuant to Health and Safety Code section 25296.10, the City of Compton is required to take corrective action (i.e., Preliminary Site Assessment, Soil and Water Investigation, Corrective Action Plan Implementation, and Verification Monitoring) to ensure protection of human health, safety and the environment. Corrective action requirements are set forth in California Code of Regulations (CCR), title 23, Chapter 16, sections 2720 through 2727.

We have reviewed the "Annual Groundwater Monitoring Report and Site Conceptual Model Update and Plume Travel Time Model Update (SCMU)" dated July 2013, the "Confirmation Soil Boring Report (Report)" and the "Revised Interim Remedial Action Plan (Revised IRAP)" dated July 2012, prepared by Dudek on your behalf for the subject site. We have also reviewed other technical reports contained in our case file.

Site Characterization (Per CCR, title 23, §2725)

According to the SCMU, the data from the most recent sampling event (May 2013) indicated the maximum total petroleum hydrocarbons as gasoline (TPH_G) up to 34,000 µg/L, benzene up to 14,000 µg/L, methyl tertiary butyl ether (MTBE) up to 7,000 µg/L, tertiary butyl alcohol (TBA) up to 1,900 µg/L, tetrachloroethene (PCE) up to 320 µg/L, and trichloroethene (TCE) up to 80 µg/L were detected in the groundwater. Monitoring wells MW-20, MW-21 and MW-25 could not be located; MW-16, MW-18, and MW-24 are reportedly dry; and well MW-23 contains an obstruction in the well. Depth to groundwater was measured at approximately 35 feet below ground surface (bgs) and groundwater flow direction varies toward the south-southeast. Dudek indicated that the source of the volatile organic compounds (VOCs) appears to be upgradient of the former USTs at the site and no solvents were historically used.

The next SCMU Report is due to this Regional Board by **January 15, 2014.**

Remedial Action Update

In June 2012, a total of six confirmation soil borings (BC-1 through BC-6) were drilled to a depth of 30 feet bgs near the former underground storage tanks (USTs) and offsite on Acacia Avenue and Almond Street south and east of the site, respectively. The borings were drilled to confirm that subsurface soil has been properly remediated from the prior high vacuum dual-phase extraction (HVDPE) system that operated at the site between 2000 and 2004. Soil samples collected indicated maximum concentrations of TPH_G up to 8,700 mg/kg, total petroleum hydrocarbons as diesel (TPH_D) up to 3,400 mg/kg, benzene up to 200 mg/kg, and MTBE up to 13 mg/kg in samples BC-1, BC-2 and BC-4. Soil samples collected from 5 to 10 feet bgs were <100 mg/kg for TPH_G and TPH_D. However, residual soil contamination is still present beneath the site from approximately 15 to 30 feet bgs.

Revised Interim Remedial Action Approval (Per CCR, title 23, §2726)

In the Revised IRAP, Dudek proposed to continue HVDPE events using selected soil vapor extraction (SVE) wells. The SVE wells will be cleaned and redeveloped. A pilot test will be conducted to determine system performance and the effectiveness of VOC removal from soil and groundwater beneath the site, and to collect data for a full-scale system design. Dudek further recommended to conduct a soil vapor survey and human health risk assessment to evaluate current site conditions near offsite residential properties south of the site.

Based on our review, residential properties are upgradient of the VOCs detected in the groundwater beneath the site and there appear to be no dry cleaners in the area. Therefore, you must determine the source of the VOCs concentrations in the groundwater. Further, Regional Board staff agrees that a soil gas investigation must be conducted offsite near residential properties where elevated benzene concentrations (up to 14,000 µg/L) are detected in the groundwater.

Therefore, we concur with the remedial proposal, provided the following conditions are met:

1. The City of Compton is required to submit a workplan to conduct a soil gas investigation south of the site near wells MW-15, MW-16 and MW-17. The workplan is due to this Regional Board by **February 17, 2014**. The workplan must depict the proposed locations of the soil vapor probes.
2. During the entire course of remediation, remedial progress must be submitted as part of the semi-annual groundwater monitoring reports (see below section), with the next remedial progress report due to this Regional Board by **July 15, 2014**. At a minimum, each remedial progress report must contain the following:
 - Scaled map showing the location of all wells.
 - Air flow rates and vacuum readings.
 - Radius of influence for each extraction well.
 - Cross section profiles showing the extraction wells, contaminant plume concentration, and lithologic information.
 - Undiluted influent concentrations and concentrations at each vapor extraction well.
 - Effluent concentrations.
 - Hours of system operation.

- Analytical test results in $\mu\text{g/L}$, including QA/QC data.
 - Tabular and graphical summaries of contamination removed versus time.
 - Contamination mass removal rates and cumulative mass removed (TPH_G, benzene, MTBE and TBA) in pounds per day.
 - Groundwater elevation measurements.
 - Copies of all necessary permits from appropriate agencies.
 - Volume of free product (if any) and groundwater removed and the disposal facility.
 - Supporting calculations, data interpretation, and conclusions.
3. The City of Compton is required to submit a technical report detailing the results of the HVDPE pilot test and identify HVDPE wells used. Based upon the test results, the report must also include a final RAP for a full-scale system design due by **July 15, 2014**.
 4. You must obtain appropriate permits from South Coast Air Quality Management District (SCAQMD) and other local agencies prior to operating the DPE system.
 5. The extracted groundwater must be properly disposed offsite at a recycling facility.
 6. The soil vapor samples must be analyzed per Regional Board's Advisory for Active Soil Gas Investigations (April 2012). Available at: http://www.waterboards.ca.gov/losangeles/water_issues/programs/ust/guidelines/VI_ActiveSoilGasAdvisory_FINAL_043012-2.pdf. **Soil vapor samples must also be analyzed for naphthalene.**
 7. In the technical reports, please provide historical soil samples collected at the site (in tabulated format).
 8. In the technical reports, the City of Compton must also submit a timeline of project milestones for site assessment onsite and offsite, remediation, post-remediation monitoring and case closure.

Groundwater Monitoring Program (Per CCR, Title 23, §2724 & §2726)

As specified in our June 7, 2010 and March 8, 2012 directive letters, the City of Compton is required to continue a semi-annual groundwater monitoring program to monitor the migration of the groundwater contamination plume. The next monitoring report is due to this Regional Board by **January 15, 2014**. Groundwater samples must be analyzed by the same laboratory protocol specified in these letters. In addition, **naphthalene** must be analyzed and reported per EPA Method 8260B. The analytical detection limits must conform to the Regional Board General Laboratory Testing Requirements (9/06) (http://www.waterboards.ca.gov/losangeles/publications_forms/forms/ust/lab_forms/labreq9-06.pdf). All respective analytical methods must be certified by the California Environmental Laboratory Accreditation Program (ELAP). All analytical data must be reported by a California-certified laboratory. If the site has a waste oil tank, all aromatic and chlorinated volatile organic compounds and reported per **EPA Method 8260B**.

Further, in future monitoring reports, please submit a current groundwater analytical data table (in tabulated format) for each individual monitoring well related to the site.

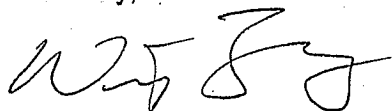
In addition, future site maps must depict the former USTs and dispenser islands at the site.

General Requirements

1. All necessary permits must be obtained from the appropriate agencies prior to the start of work.
2. The contractor who conducts the environmental work as required in this order shall, at all times, comply with all applicable State laws, rules, regulations, and local ordinances specifically, including but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances. The contractor shall obtain the services of a Professional Geologist or Engineer, Civil (PG/PE-Civil) to comply with the applicable requirements of the Business and Professions Code, sections 7800 et seq. implementing regulations for geological or engineering analysis and interpretation for this case. All documents prepared for others by the contractor that reflect or rely upon geological or engineering interpretations by the contractor shall be signed or stamped by the PG/PE-Civil indicating her/his responsibility for them as required by the Business and Professions Code.
3. Prior to commencing any field work, you must provide Regional Board staff a minimum of **10 days** advance notice so that one of our staff may be present.
4. Effective December 12, 2011, for all parties who upload electronic documents to the State GeoTracker database, it is no longer necessary to submit hard copies or CDs to our office. The Regional Board will no longer accept documents (submitted by either e-mail or hard copy or CD) that are uploaded to GeoTracker.

If you have any questions regarding this matter, please call Ms. Chandra Tyler at (213) 576-6782 or email her at cetyler@waterboards.ca.gov.

Sincerely,



WEIXING TONG, Ph.D., P.G., C.H.G., C.E.G.
Senior Engineering Geologist
Chief of Underground Tanks/Los Angeles Coastal Unit

cc: Kathy Jundt, Underground Storage Tank Cleanup Fund, State Water Resources
Control Board
Phuong Ly, Southern California Water Replenishment District
Tim Smith, County of Los Angeles, Department of Public Works, Envr. Programs
Richard Lavin, Los Angeles County Department of Public Health, Envr. Health –
Drinking Water Program
Derek Reed, Dudek
Property Owners (314 W. Almond Street)

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DUDEK**

This **FIRST AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **DUDEK** (hereinafter referred to as “**CONSULTANT**”).

RECITALS

WHEREAS, the City’s Fire Station No. 1, located at 201 South Acacia Avenue, was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to fuel the fire trucks; and

WHEREAS, the Regional Water Quality Control Board (“RWQCB”) has issued a directive to the City on December 17, 2013, pursuant to soil samplings and groundwater monitoring reports prepared by Consultant on behalf of the City, requiring that a workplan to conduct a soil gas investigation by the City; in addition to other remedial action required by the continuing directive issued in March 2012; be submitted to the RWQCB; and

WHEREAS, pursuant to Resolution No. 23,880, adopted by the City Council on December 3, 2013, the City and Consultant entered into a Professional Services Agreement wherein the Consultant is to continue the remediation services at the Site, including groundwater monitoring and reporting, well destruction and monitoring well rehabilitation was to review existing data, evaluate the effectiveness of the existing remediation system and prepare a revised Remedial Action Plan for submission and approval of the RWQCB; and

WHEREAS, in or about December 2013, the City and Consultant entered into said Agreement at a cost of \$158,108.00, which services have been and continue to be satisfactorily completed and progress reports submitted to the RWQCB have been acceptable and approved; and

WHEREAS, there is a need to amend the Agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the December 17, 2013 directive issued by the RWQCB and provide for additional compensation for such services to be rendered; and

WHEREAS, Section 26 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

First Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 1 – Services to be Rendered by Consultant** of the original Agreement to revise the services to be performed by additional services to be performed as follows:

CONSULTANT shall submit a workplan to conduct a soil gas investigation which shall involve a soil gas investigation and Soil Vapor Extraction/Dual Phase Extraction ("SVE/DPE") pilot test. Results of the test shall be used in determining the scope of a final Remediation Action Plan ("RAP") and full-scale system design for submission to the RWQCB for approval – as further described within the December 17, 2013 directive issued by the RWQCB, and the "Proposal" of Consultant (dated _____, 2014), both of which are incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to revise the duration of the contract by adding the provision that Consultant shall commence the additional services to be performed as provided for within this First Amendment no later than March 31, 2014 or upon execution of this First Amendment by the parties hereto, whichever occurs first.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to **CONSULTANT** for services performed and completed pursuant to this First Amendment by adding that City agrees to pay and Consultant agrees to accept as full and complete compensation for satisfactory performance of all additional services performed by the Consultant pursuant to the provisions of this First Amendment the not-to-exceed maximum sum of **Sixty Six thousand Seven Hundred Forty Dollars (\$66,740.00)**.

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

DUDEK/CONSULTANT

By _____
George Litzinger, P.E., Principal

Dated: _____

First Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Monica Turner, Risk Manager
Risk Management/City Attorney's Office

Approved by:

Dated: _____ By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

3/20/2014 1:45:10 AMRuth Rugley

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Risk Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH DUDEK AND ACCEPT THEIR PROPOSAL FOR A SOIL GAS INVESTIGATION AND SVE/DPE PILOT TEST IN ACCORDANCE WITH THE DECEMBER 17,2013 DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD TO TAKE CORRECTIVE ACTION REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/16/2014 5:37:19 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

G. Harold Duffey
CITY MANAGER

3/20/2014 6:46:21 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 25, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH LOS ANGELES COUNTY FOR FISCAL YEARS 2014/2015 THROUGH 2018/2019.

SUMMARY

Council will consider approving a resolution authorizing the City Manager to execute a Municipal Law Enforcement Services Agreement with the County of Los Angeles for the provision of law enforcement services by the Sheriff's Department within the municipal boundaries of the City of Compton and approving the contract for the following fiscal years; 2014/15, 2015/16, 2016/17, 2017/18, 2018/19.

BACKGROUND

On September 12, 2000, the City entered into three (3) agreements with Los Angeles County for provision of law enforcement services. The agreements consist of a "Transfer of Personnel, Equipment and Facilities Agreement," a "Municipal Law Enforcement Services Agreement" and a "Joint Indemnity Agreement."

The "Transfer of Personnel, Equipment and Facilities Agreement" established the conditions under which City personnel and equipment would be absorbed by the County, and that the Compton Police Station would be occupied by the Sheriff's Department. The Agreement provides that the Sheriff will be responsible for routine station maintenance up to an annual maximum of \$25,000. Additional maintenance cost, major building repairs and all utility costs are the responsibility of the City. However, the Sheriff's Department did do improvements that exceeded the annual limits (attachment).

The "Law Enforcement Services Agreement" assigns responsibility for law enforcement functions within the City's boundaries to Los Angeles County.

The "Joint Indemnity Agreement" addresses liability issues that may arise from the provision of law enforcement services by the County. Its primary purpose is to enroll the City in the Contract Cities Trust Fund ("Trust Fund") and to assign a liability contribution rate. All liability costs related to the services provided by the Sheriff are assumed by the County and paid for out of the "Trust Fund." The City is indemnified from any errors and omissions by the County, but is responsible for any acts or omissions on the part of the City. The Joint Indemnity Agreement is now incorporated into the Law Enforcement Services Agreement (Section 5.0)

#9.

Staff Report re Resolution Authorizing Contract
With Los Angeles County/Sheriff's Department
March 25, 2014

The current Municipal Law Enforcement Services Agreement will expire on June 30, 2014. The Transfer Agreement remains in full force, as long as the City contracts with Los Angeles County. If the Board of Supervisors later approves a revised Joint Indemnity Agreement other than the terms which are currently incorporated in the Law Enforcement Services Agreement, the City will need to execute the revised agreement separately and the terms shall supersede the agreement previously in effect between the parties.

STATEMENT OF THE ISSUE

In order to guarantee uninterrupted law enforcement services, the City needs to execute a new contract with the County six months before the end of the current contract. City staff has reviewed the proposed new contract, which provides for general law enforcement services and lays out the overall framework under which those services will be provided. The City then works with the Station Captain to address individual City priorities and goals.

The Contract would remain in force until June 30, 2019, unless terminated by one of the parties. The contract can be cancelled with sixty days notice on its anniversary date or if rates are increased. Additionally, with 180 days notice, either party can terminate the contract without cause.

The annual contract cost authorizes a specific service level and can be increased or decreased depending on City needs. The contract cost covers the sworn personnel, Station Captain and clerical and janitorial support. Vehicles, equipment, furniture, etc. are provided by the Los Angeles County Sheriff's Department. The City pays for overtime, utilities, major building repairs, non-emergency helicopter services and business license background checks and strings (e.g. massage parlors). Booking costs for Municipal Code citations are also charged to the City.

FINANCIAL IMPACT

By taking this action, the Council will not increase the City's financial obligation in this fiscal year. Sheriff services for this fiscal year have already been approved and are being paid for from the FY 2013-2014 budget.

The contract amount for the current fiscal year is \$18,465,420.24, which authorizes the service levels as detailed in the Sheriff's Service Level Authorization (SH-AD 575). Funds for payments for services rendered during this fiscal year are allocated in Account No. 1001-680-000-4271 of the 2013/2014 Fiscal Year Budget.

This action would authorize the Manager to execute an agreement for services to begin on July 1, 2014 with the contract amount to be included in the FY 2014/15 budget, which would be approved in June 2014. Contract payments for Municipal Law Enforcement Services for next year and future years would be appropriated at the adoption of future City budgets and service levels (Sheriff's SH-AD 575) negotiated as part of that process.

Staff Report re Resolution Authorizing Contract
With Los Angeles County/Sheriff's Department
March 25, 2014

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution authorizing the City Manager to execute a Municipal Law Enforcement Services Agreement with the County of Los Angeles for the provision of law enforcement services by the Sheriff's Department within the municipal boundaries of the City of Compton for the service period July 1, 2014 through June 30, 2019.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A MUNICIPAL LAW ENFORCEMENT SERVICES
AGREEMENT WITH LOS ANGELES COUNTY FOR FISCAL YEARS 2014-
2015 THROUGH 2018-2019.**

WHEREAS, the City of Compton has contracted with the County of Los Angeles for the provision of law enforcement services by the Sheriff's Department within the municipal boundaries of the City of Compton since September 2000; and

WHEREAS, the current law enforcement services Agreement will expire on June 30, 2014; and

WHEREAS, the Los Angeles County Sheriff's Department and the City of Compton entered into its last Law Enforcement services agreement on November 3, 2009; and

WHEREAS, the City Council wishes to continue to contract with the County of Los Angeles for the provision of law enforcement services by the Sheriff's Department within the municipal boundaries; and

WHEREAS, the City has reviewed the proposed contract with Los Angeles County for provision of law enforcement services; and

WHEREAS, funds for payment of services rendered during fiscal year 2014/2015 will be allocated in Account No.1001-680-000-4271 of the 2014/2015 Fiscal Year Budget.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the City Manager, upon the advice of the City Attorney, is authorized to execute a Municipal Law Enforcement Services Agreement with the County of Los Angeles for the provision of law enforcement services by the Sheriff's Department within the municipal boundaries of the City of Compton.

SECTION 2. That the term of the Municipal Law Enforcement Services Agreement shall be from July 1, 2014 through June 30, 2019.

SECTION 3. That funds for payment of services rendered during fiscal year 2014/2015 will be allocated in Account No. 1001-680-000-4271 of the 2014/2015 Fiscal Year Budget.

SECTION 4. That future payments for the remaining years of the Agreement will be appropriated at the adoption of future City budgets.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller, and the Los Angeles County Sheriff's Department, Compton Station.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said Resolution was adopted by the following vote:

AYES: **COUNCIL MEMBERS-**
NOES: **COUNCIL MEMBERS-**
ABSENT: **COUNCIL MEMBERS-**
ABSTAINS: **COUNCIL MEMBERS-**

CITY CLERK OF THE CITY OF COMPTON

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2014 by and between the County of Los Angeles (hereinafter referred to as "County") and the City of Compton (hereinafter referred to as "City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, such municipal law enforcement services agreements are authorized and provided for by the provisions of Section 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter,

State of California statutes, and the City municipal codes.

- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall be delegated the authority of the Chief of Police of the City; shall exercise all the powers that are now, or hereafter will be, conferred upon Sheriffs and Chiefs of Police by the laws of the City and State of California; and shall exercise the powers of the Chief of Police at the direction of the City, unless otherwise determined by the Compton City Council.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.

- 2.6 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance under this agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 City, or its designated City representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.
- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) which may cause impairments in the consistent delivery of services. Should the Sheriff's Department determine that a

temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify City of this change in advance. In the event that prior notice is not possible, City shall be notified of the change within two City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and City to discuss compliance and identify a plan for resolution. If City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime and/or staffing adjustments at no additional cost to the City, and/or City-initiated service suspensions. If the City determines it is unnecessary, City may waive either dispute resolution process discussed above.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto.
- 3.5 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this

Agreement. The City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, under the procedures set forth in Paragraphs 3.4 and 3.5 above.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Compton Sheriff's Station located at 301 South Willowbrook Avenue, Compton, shall be maintained as the law enforcement headquarters in the City, unless otherwise determined by the Compton City Council. When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff's Department in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the Board of Supervisors later approves a revised Assumption of Liability Agreement and/or Joint Indemnity Agreement, and the City executes the revised agreement; the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2014 through June 30, 2019, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days

prior thereto.

- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement.
- 8.4 The cost of other services requested pursuant to Paragraph 3.7 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be determined

by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to said City within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail,

postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone #:

10.3 Notices to City of shall be addressed as follows:

City of Compton
Attn:
Address:
Phone #:

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments hereto constitute the

complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF COMPTON

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH LOS ANGELES COUNTY FOR FISCAL YEARS 2014-2015 THROUGH 2018-2019.

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

2/6/2014 4:34:03 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/27/2014 11:38:54 AM
DATE

Kelly Montgomery
CITY MANAGER

2/26/2014 7:40:19 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

March 25, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE SECOND QUARTER (MIDYEAR) BUDGET REVIEW

SUMMARY

The City Manager will provide a budget update for the Second Quarter of Fiscal Year 2013/14, which ended December 31, 2013. Consistent with its commitment to prudence and solvency, the Council will review the Fiscal Year 2013/14 midyear revenues and expenditures and affirm assumptions that a balanced budget can be achieved for this fiscal year.

Based on this review, Council will consider a resolution to amend expenditure appropriations to address budgetary issues that arose between the adoption of the budget and the end of the second quarter of Fiscal Year 2013/14. The City Manager is recommending an expenditure increase of \$735,457 to address unanticipated liabilities and program enhancements. If adopted, these adjustments will position the City to realize a General Fund balance (reserve) of \$695,421 as projected in June when this budget was adopted. The Council has the option of considering the recommendations individually, collectively, or in recommendation groups.

BACKGROUND

On June 25, 2013, per Resolution No. 23,787, Council adopted a Fiscal Year 2013/14 budget anticipating \$167,339,016 in total revenues and allocating \$166,643,596 in expenditures for services. The Fiscal Year 2013/14 General Fund budget projected revenues of \$48,705,055 and expenditures of \$48,009,635, for a fund balance (reserve) of \$695,421.

The annual budget is a planning document used to fund the policies and programs as directed by the Council, and is based on assumptions and projections regarding revenues and expenditures. The Second Quarter Report is significant in that it provides a midyear update on revenues and expenditures at the halfway point, allows the Council to assess the City's fiscal condition, given the current year's work program, and to gauge the City's likelihood of meeting its end-of-year revenue and expenditure projections. The Council has,

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at this point, an opportunity to make adjustments to the expenditure allocations based on actual revenues and costs.

The budget adopted in June assumed that once the Fiscal Year 2012/13 books were closed we would see a budget surplus (reserve) of approximately \$1,430,000. A first quarter review led to a revision of the budget to address unanticipated liabilities, to improve levels of service, and to include new revenues gained from the assignment of the solid waste franchise contract. As a result, the revised approved expenditures totaled \$167.6M; with the projected year end General Fund reserve remaining at \$695,421.

STATEMENT OF THE ISSUE

Although the City entered into this budget year projecting a surplus, it is critical that Council continue its newly adopted practice of reviewing the adopted budget at least three times per year and focusing on achieving and maintaining solvency.

The Second Quarter Financial Report (Attachment I) and Five-Year Revenue Forecast (Attachment II) will assist the Council in deciding whether to adjust or accelerate the City's short and long term goals. The Cash Flow Analysis (Attachment III) also allows the Council to review the City's monthly revenues vs. expenditures to ensure that departments are operating efficiently within their allocated budgets, and to make allocation adjustments where appropriate.

Continuous Assessment of the City's Financial Condition

The Midyear Budget review provides an opportunity to assess the City's financial condition using metrics that define the overall health of municipal budgets. The Council has received the following scale, which provides benchmark definitions that can be used to measure the financial well being of the City's budget and determine if policy decisions are resulting in a consistently strong financial position:

- **Healthy:** Revenues exceed expenditures and continue to show growth, year over year, and the City maintains 15% in reserves - rainy day fund
- **Sustainable:** Revenues exceed expenditures and the City maintains 10-15% in reserves - rainy day fund
- **Vulnerable:** Revenues exceed expenditures and the City maintains less than a 10% reserves - rainy day fund
- **Unsustainable/Insolvent:** Revenues less than expenditures

The overall goal of the City Council must be focused on implementing policy decisions that direct staff towards achieving a sustainable budget that plans for future liabilities. Historically,

as a result of stagnant revenues and deficit spending, the City's budget has often been insolvent, far below the desired level of a healthy municipal government.

While the City ended the last fiscal year with a budget surplus and is projected to have a similar outcome this fiscal year, it is clear that the City remains in the financially vulnerable to nearly sustainable category. The City Manager's recommendations will continue to focus on moving the City towards true sustainability and planning for future liabilities.

Although the City is projected to have another year of surplus, the amount of the surplus is minimal when compared to the aggressive increase in future liabilities. The report to the Council and budget recommendations made at the end of the first quarter (November 5, 2013) discussed liabilities facing the City in the coming years. In summary, the key liabilities remain:

- \$42M long term deficit requiring annual payments of \$1.3M to \$3.5M in coming years
- Lease Revenue Bond debt obligations shifting to the General Fund (\$2.3M in coming year)
- End of \$843K in annual employee cost savings (furloughs and other concessions)
- Total of these items in FY 2014/15 is projected at \$4.4M

In addition to these known liabilities, the City is approaching renegotiation of all agreements with its employee labor groups. Given these liabilities of known and unknown amounts, the Council is advised to continue to take steps to address past deficit spending, further increase revenues, and control unnecessary expenditures in preparation for significant budget increases in Fiscal Year 2014/15 and future years.

MIDYEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2013/14

RECONCILIATION OF FIRST HALF BUDGET IMBALANCES

As indicated, the mid year review provides an opportunity to assess fiscal conditions and make the needed adjustments to assure the City meets its year end fiscal objectives. A review of the first six months' results identified the following imbalances in need of correction.

1) Citywide Salary and Operational Savings

Due in large part to position vacancies and the lag in filling those vacancies, the organization realized citywide salary savings of \$912,266 as of December 31. As the organization continues to make progress in filling key vacancies, service levels will improve and these one-time savings will cease increasing. However, the savings already accrued are available to offset the imbalances in two departments as discussed herein.

Salary Savings	\$912,266
Fire Department First Half Overage	-\$552,880
CareerLink First Half Overage	-\$156,000
Savings Balance	\$203,386

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It is recommended that this remaining savings amount (\$203,386) augment the Fire Department's second half overtime budget as discussed.

Amend the FY 13/14 department budgets to decrease appropriations in the salary accounts as follows:

10001-400-000-4101	Mayor and Council	\$125,779
10001-420-000-4101	City Attorney	\$ 62,394
10001-440-000-4101	City Treasurer	\$ 52,800
10001-470-000-4101	City Clerk	\$ 57,522
10001-510-000-4101	City Manager	\$ 86,689
10001-560-000-4101	Personnel Dept	\$ 25,557
10001-600-000-4101	General Services	\$ 19,417
10001-650-000-4101	City Controller	\$120,191
10001-670-000-4101	Municipal Law	\$ 58,861
10001-770-000-4101	Building & Safety Dept	\$ 97,050
10001-780-000-4101	Planning and Econ. Dev.	\$ 90,001
10001-400-000-4101	Parks & Recreation	\$ 97,069
<i>TOTAL SALARY SAVINGS/REDUCTIONS</i>		<i>\$912,266</i>

2) Fire Department Salaries and Overtime **(*\$756,266*)**

As indicated, the Fire Department has exceeded its budget for the first half of the fiscal year by \$552,880. Staff recommends that this amount be absorbed from citywide salary savings and other organizational efficiencies. Although staff acknowledges the department's overtime was under budgeted, the City Manager's Office will be conducting a thorough analysis of salary and overtime costs for this department.

In the meantime, overtime facing the department in the remaining months is both real and necessary. The department's overtime budget should be augmented by \$203,386 in the second half of the year.

Amend the FY 13/14 Fire Department budget to increase appropriations in Account Number 1001-690-000-4171 (Overtime) by ***\$756,266, resulting in no increase to the General Fund.***

3) CareerLink Program Transition – First Half **(*\$156,000*)**

Since 1971, CareerLink has operated employment and training programs that have assisted Compton's unemployed and underemployed job seekers and businesses with their workforce needs. From 1971 - 2013, CareerLink received funding from the Department of Labor (DOL) through Community and Senior Services of Los Angeles County (CSS). While the City was in the process of developing this budget, staff learned that the Workforce Investment Act funding for this fiscal year would not be provided for the operation of the program. The CareerLink staff has

continued to provide services to job seekers by connecting citizens with new or expanding private businesses (See Attachment IV).

Staff recommends the program costs of \$156,000 for the first half of the year be absorbed by the use of salary savings and other operational efficiencies. Traditionally, the City would declare the program expired, officially notify the program staff of staffing reductions due to lack of funds, and appropriate additional funds for the shutdown of the program. However, the City Manager's Office recommends the program be funded to the end of the year. This will allow CareerLink staff to compete for new grants for FY 14/15 and start to provide services for fees to private businesses within the City.

Amend the FY13/14 CareerLink budget to increase appropriations as follows. The first half costs (\$156,000) will be funded from the first half savings referenced above. ***This results in no increase to the General Fund***

1001-810-000-4101	Salaries	\$107,829
1001-810-000-4180	FICA Contrib.	\$ 1,480
1001-810-000-4190	Workers' Comp.	\$ 3,045
1001-810-000-4191	Health Ins.	\$ 23,973
1001-810-000-4192	Retirement	\$ 9,485
1001-810-000-4193	PERS Pickup	\$ 7,142
1001-810-000-4194	Life Ins.	\$ 541
1001-810-000-4195	Dental Ins.	\$ 1,353
1001-810-000-4197	Unempl. Ins.	\$ 1,152
<i>Total CareerLink Program Funds (First Half)</i>		\$156,000

Total: First Half Reconciliation \$912,266

PROPOSED MODIFICATIONS FOR THE UPCOMING MONTHS

After reconciling expenditures and revenues for the first half of the fiscal year, staff is requesting that Council augment the 2013/14 budget with the appropriation of an additional \$735,457 in revenue enhancements to increase programming and to address unanticipated liabilities. This increase will be offset by a one-time use of increased Fiscal Year 2013/14 casino revenues (\$667,457) and program revenues (\$68,000) from the affected departments.

A. SERVICE LEVEL IMPROVEMENTS FUNDED THROUGH PROGRAM REVENUE INCREASES

1) Additional 0.50 FTE Fire Captain Position **(\$45,000)**

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This position monitors the operations of the paramedics and EMT's, including licensing, training and quality inspections. The captain is responsible for maintaining communication with the Medical Director and regulatory agencies, as well as purchasing all drugs, medical supplies and equipment. The costs for this position will be offset by revenues from the Fire Department inspection programs.

Amend the FY 14 Fire Department budget to increase appropriations in Account Number 1001-690-000-4101 (Permanent Salaries) by **\$45,000** plus the associated benefit costs for .5 FTE Fire Captain position. Increase revenues in Account 1001-000-000-3265 (Fire Permit Fees).

2) One Code Enforcement Manager Position **(\$23,000)**

With the restructuring of the Municipal Law Enforcement Services (MLES) Department, the Code Enforcement Division was merged with the Building and Safety Department to allow for more effective coordination in the enforcement of all ordinances, codes, and regulations affecting business and residential properties in Compton. To provide more direct leadership in this function, assure more consistent policies and procedures, more timely enforcement activities, and more effective and responsive relationships with the Council offices, staff is recommending the addition of a Code Enforcement Division Manager.

Amend the FY 14 Building and Safety Department budget to increase appropriations in Account Number 1001-770-000-4101 (Permanent Salaries) by **\$23,000** plus the associated benefit costs. Increase revenues 1001-000-000-3245 (Business License Fees)

Total: Program Revenue Increases \$68,000

B. PROGRAMS FUNDED WITH INCREASED CASINO REVENUES

1) Unanticipated Liabilities

a. Additional Liability Insurance **(\$128,457)**

With the acquisition of new buses and the opening of the Farmers' Market, the City will incur additional costs for liability insurance. The additional costs total **\$128,457**.

Amend the FY 13/14 City Attorney's budget to increase appropriations in Account Number 1001-420-000-4268 (Insurance Premiums) by \$128,457.

b. Microsoft License **(\$80,000)**

The renewal of the City's software license for the Microsoft business products is now due. This license allows the citywide use of Microsoft Office products.

Amend the FY 13/14 General Services Department budget to increase appropriations in Account Number 1001-600-000-4222 (Computer Software) by **\$80,000**.

c. Graffiti Coating of Edison Light Poles **(\$202,400)**

Southern California Edison is investing \$12,000,000 to replace more than 2000 steel poles within the City of Compton with safer and more aesthetically pleasing concrete poles. This program will provide special coating of the new light poles to prevent graffiti and vandalism.

Staff is recommending that the Council approve a General Fund expenditure (loan to the Landscaping and Lighting District) of \$202,400 to allow the immediate protection of this investment in the Compton community. Staff would return within sixty days with a plan for the Landscaping and Lighting (L&L) District to repay the General Fund. Allowed uses of L&L funds are shown (Attachment V).

d. Amend the FY13/14 Public Works Department budget to increase appropriations in Account Number 1001-720-000-4269 (Other Contract Services) by **\$202,400**.

Unanticipated Liabilities Total: \$410,857

2) Employee Performance Tools

a. After Hours Tuition Reimbursement Program **(\$20,000)**

As an incentive for continuing education and to improve job performance, the City currently offers tuition reimbursement to those employees who meet the program criteria. This negotiated benefit is not being made available consistently because its availability is currently determined by the budget constraints of individual departments. This adjustment funds the program in the budget of the Human Resources Department, which is where the program is administered.

Amend the FY 13/14 Human Resources Department budget to increase appropriations in Account Number 1001-560-000-4263 (Tuition Reimbursement) by **\$20,000**.

b. Employee Computer Purchase Loan Program **(67,600)**

To encourage employees to develop and improve their computer and technology skills and to allow them to take advantage of the capabilities of

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personal computers, laptops, or tablets, this program would assist employees in their technology acquisitions. This program should be administered by the Human Resources staff as an employee benefit.

Amend the FY 13/14 Human Resources Department budget to increase appropriations in Account Number 1001-560-000-4231 (Computer Loan Program) by **\$67,600**.

Total: Employee Performance \$87,600

3) Service Improvements and Continuation

a. One Additional Security Officer **(\$10,000)**

With the opening of three new City facilities, and with an increase in the number of City-sponsored and City-affiliated events taking place at City facilities, there is a recognized need for additional security officers.

Amend the City Manager's FY 13/14 budget to increase appropriations in Account Number 1001-510-000-4101 (Salaries) by **\$10,000**.

b. CareerLink **(\$159,000)**

Costs to fund the program for the second half of the fiscal year.

Amend the FY 13/14 CareerLink budget to increase appropriations as follows. The second half costs (\$159,000) will be funded from the increased casino revenues.

1001-810-000-4101	Salaries	\$109,829
1001-810-000-4180	FICA Contrib.	\$ 1,480
1001-810-000-4190	Workers' Comp.	\$ 3,045
1001-810-000-4191	Health Ins.	\$ 23,973
1001-810-000-4192	Retirement	\$ 10,485
1001-810-000-4193	PERS Pickup	\$ 7,142
1001-810-000-4194	Life Ins.	\$ 541
1001-810-000-4195	Dental Ins.	\$ 1,353
1001-810-000-4197	Unempl. Ins.	\$ 1,152

Total CareerLink Program Funds (Second Half) \$159,000

Total: Service Improvements and Continuation (\$169,000)

TOTAL: PROGRAMS FUNDED WITH INCREASED CASINO REVENUES \$667,457

ALTERNATIVES

Council can take no action or may choose to act on individual items as described. However, the City Manager is recommending the budget amendments outlined above to ensure optimum service delivery and that the City achieves a balanced Fiscal Year 2013/14 budget.

FISCAL IMPACT

As outlined in this report, given the anticipated salary savings and additional revenues identified during the second quarter of this fiscal year, the City of Compton has a balanced budget and the recommendations for budget adjustments have no negative impact on the City's General Fund.

RECOMMENDATIONS

Staff recommends that the Mayor and City Council approve the attached Resolution, amending the Fiscal Year 2013/14 budget.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL
YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE
SECOND QUARTER (MIDYEAR) BUDGET REVIEW**

WHEREAS, pursuant to Resolution No. 23,787, the City Council of the City of Compton adopted the Fiscal Year 2013-2014 budget on June 25, 2013, and;

WHEREAS, based upon the second quarter review it is necessary to amend the Fiscal Year 2013-2014 budget to increase expenditures in the amount of \$735,457 to address unanticipated liabilities and program enhancements, and;

WHEREAS, based upon the second quarter review of revenues received through December 31, 2013, the City expects to receive additional Casino revenues to the General Fund in the approximate amount of \$700,000, and;

WHEREAS, based upon the second quarter review of program revenues, the City expects to receive additional revenues in the inspection and enforcement programs totaling approximately \$68,000, and;

WHEREAS, it is necessary to make adjustments in the budget of the Fire Department to correct a midyear imbalance and to budget for future months, and;

WHEREAS, the CareerLink Employment Training Program, after 42 years of service to the citizens of Compton has lost its funding source, and;

WHEREAS, it is necessary to amend the CareerLink budget to allocate funds for the operation of the program until the end of the fiscal year.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES RESOLVE AS FOLLOWS:**

SECTION 1. That the City Manager is hereby authorized to make the following General Fund budget amendment to the Fiscal Year 2013-2014 adopted budget:

Increase General Fund Revenue as follows:

\$667,457.00 in Account No. 1001-000-000-3248

\$ 23,000.00 in Account No. 1001-000-000-3245

\$ 45,000.00 in Account No. 1001-000-000-3265

Total Amount \$735,457.00

SECTION 2. That the City Manager is hereby authorized to make the following General Fund budget amendment to the Fire Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

\$756,266 in Account No. 1001-690-000-4171(Overtime)

Total Fire Department Overtime Amount \$756,266.00

SECTION 3. That the City Manager is hereby authorized to make the following General Fund budget amendments to the CareerLink Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

1001-810-000-4101	Salaries	\$215,657
1001-810-000-4180	FICA Contrib.	\$ 2,960
1001-810-000-4190	Workers’ Comp.	\$ 6,089
1001-810-000-4191	Health Ins.	\$ 47,186
1001-810-000-4192	Retirement	\$ 22,734
1001-810-000-4193	PERS Pickup	\$ 14,284
1001-810-000-4194	Life Ins.	\$ 1,081
1001-810-000-4195	Dental Ins.	\$ 2,705
1001-810-000-4197	Unempl. Ins.	\$ 2,304
Total Program Funds		\$315,000

Total CareerLink Amount \$315,000.00

SECTION 4. That the City Manager is hereby authorized to decrease the General Fund salary account appropriations in the Fiscal Year 2013-14 budgets of departments as follows:

10001-400-000-4101	Mayor and Council	\$125,779
10001-420-000-4101	City Attorney	\$ 62,394
10001-440-000-4101	City Treasurer	\$ 52,800
10001-470-000-4101	City Clerk	\$ 57,522
10001-510-000-4101	City Manager	\$ 86,689
10001-560-000-4101	Personnel Dept	\$ 25,557
10001-600-000-4101	General Services	\$ 19,417
10001-650-000-4101	City Controller	\$120,191
10001-670-000-4101	Municipal Law	\$ 58,861
10001-770-000-4101	Building & Safety Dept	\$ 97,050
10001-780-000-4101	Planning and Econ. Dev.	\$ 90,001
10001-400-000-4101	Parks & Recreation	\$ 97,069

TOTAL SALARY REDUCTIONS **\$912,266**

SECTION 5. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 Fire Department adopted budget:

Revise the Personnel Summary as follows:

Add:
• 0.50 FTE to one (1) existing Fire Captain Position at Salary Range 162E to make it 1.00 FTE

Increase General Fund Expenditures as follows:

\$45,000.00 in Account No. 1001-690-000-4101

Total Amount \$45,000.00

Resolution No. _____

Page 3

SECTION 6. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 Building and Safety Department adopted budget:

Revise the Personnel Summary as follows:

Add:

- 1.00 FTE Code Enforcement Manager at salary range 165E

Increase General Fund Expenditures as follows:

\$23,000.00 in Account No. 1001-770-000-4101

Total Amount \$23,000.00

SECTION 7. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Fiscal Year 2013-2014 City Manager Department adopted budget:

Revise the Personnel Summary as follows:

Add:

1.0 FTE Security Officer at Salary Range 70E

Increase General Fund Expenditures as follows:

\$10,000.00 in Account No. 1001-510-000-4101

Total Amount \$10,000.00

SECTION 8. That the City Manager is hereby authorized to make the following General Fund budget amendments to the City Attorney's Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

\$128,457.00 in Account No. 1001-420-000-4268

Total Amount \$128,457.00

SECTION 9. That the City Manager is hereby authorized to make the following General Fund budget amendments to the General Services Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

\$80,000 in Account No. 1001-600-000-4222

Total Amount \$80,000.00

SECTION 10. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Public Works and Municipal Utilities Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

\$202,400.00 in Account No. 1001-720-000-4269

Total Amount \$202,400.00

SECTION 11. That the City Manager is hereby authorized to make the following General Fund budget amendments to the Human Resources Department Fiscal Year 2013-2014 adopted budget:

Increase General Fund Expenditures as follows:

\$67,600.00 in Account No. 1001-560-000-4231
\$20,000.00 in Account No. 1001-560-000-4263

Total Amount \$87,600.00

SECTION 12. That a certified copy of this resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, Department of Human Resources, and City Controller.

SECTION 13. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

ATTACHMENT I

**SECOND QUARTER FINANCIAL
REPORT**

**MIDYEAR BUDGET REVIEW FY
2013/14**

#10.

Financial Report

December 31, 2013

City of Compton

January 22, 2014

TO: THE HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

BY: CITY CONTROLLER

SUBJECT: FINANCIAL REPORT – DECEMBER 31, 2013

SUMMARY

The Financial Report for the period ended December 31, 2013 provides an overview of the City's revenues from the beginning of the 2013-2014 Fiscal Year to December 31, 2013, expenditures for the same period to December 31, 2013 and the fund balances as of December 31, 2013.

The City-wide total revenue of **\$56.71 million** as of end of December 2013 represents **23%** of the adjusted City-wide revenues budget. The City-wide expenditures as of the end of December 2013 amounted to **\$76.77 million**, which was **31%** of the City-wide adjusted expenditures budget. The difference of **\$20.06 million** between the City-wide revenue collections and actual expenditures for the period to December 2013 represents mainly the use of accumulated fund balances and financial resources of the City.

General Fund revenues as of December 2013 amounted to **\$16.54 million**, while the total of General Fund expenditures was **\$21.01 million** representing deficiency of revenues under expenditures of **\$4.47 million**. The City collected **36%** of the General Fund adjusted revenues budget and spent **42%** of the General Fund adjusted expenditures budget as of the end of December 2013.

As indicated on page 5 of this report, the City issued a temporary financing obligation (TRANS) to finance the General Fund expenditures pending the time the City receives bulk of its General Fund revenues. In line with past trends, the City will receive **64%** of the General Fund revenues in the second half of the fiscal year (especially in January and May 2014). Due to the reduced revenues received during the first half of the fiscal year, the City recorded General Fund deficits as of the end of December 31, 2013. However, the trend will reverse in the second half of the fiscal year when more revenues will be collected over and above the monthly expenditures.

Snapshot Analysis

Year-to-Date Amounts

City-Wide

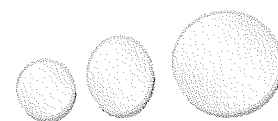
Revenues	\$56.71m
<u>Expenditures</u>	<u>\$76.77m</u>
<u>Difference</u>	<u>\$20.06m</u>

General Fund

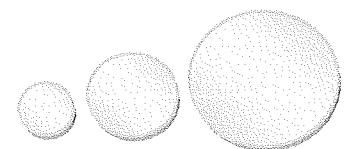
Revenues	\$16.54m
<u>Expenditures</u>	<u>\$21.01m</u>
<u>Deficit</u>	<u>\$ 4.47m</u>

Net TRANS Financing \$ 10.40m

General Fund

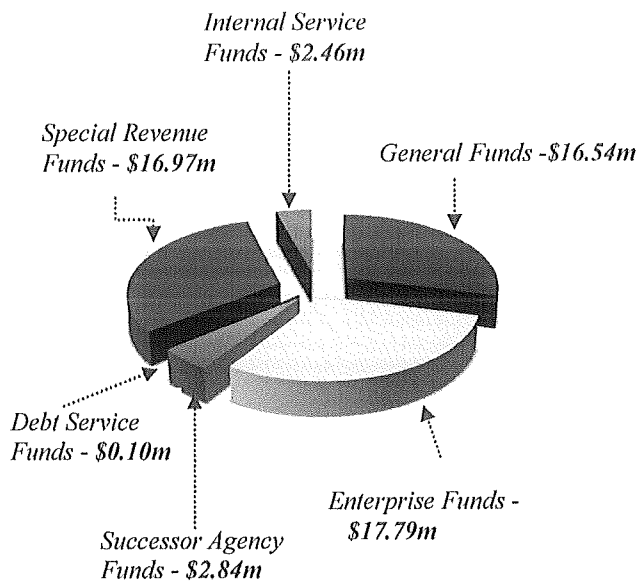


Revenues - \$16.54m



Expenditures - \$21.01m

Revenues Chart



REVENUE COLLECTIONS

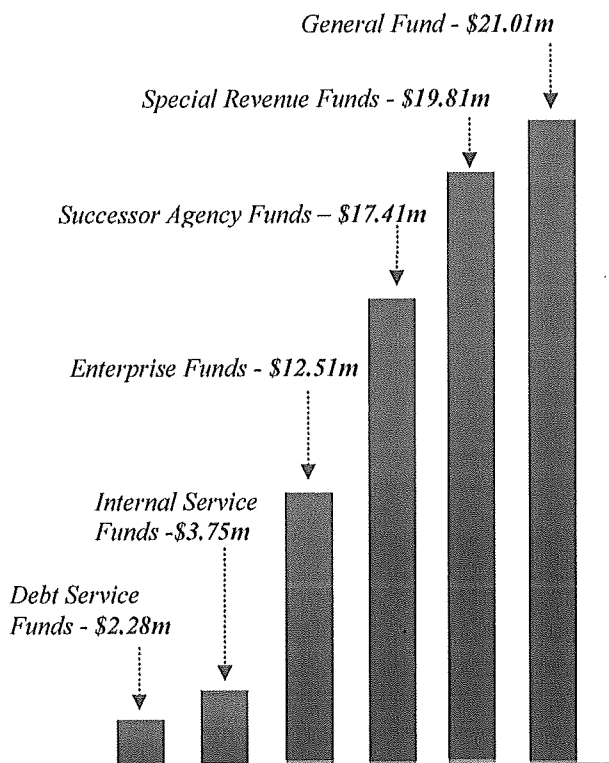
The General Fund total revenues from the beginning of the fiscal year to December 31, 2013 amounted to **\$16,541,280**. The revenues recorded in this Fund include Property Tax, Sales Taxes, Franchise Fees, Utility Users Tax, Licenses and Permit Fees, Motor Vehicle License Fee, Fines and Forfeitures, and Charges for Current Services.

The Special Revenue Funds received **\$16,965,823** while the Successor Agency Funds had total revenues of **\$2,838,879** as of the end of December 2013.

The Debt Service Funds, consisting of the General City's 2008 Lease Revenues Bonds Fund and the 1987 Revenues Bonds Fund had revenues of **\$104,763** as of the end of December 2013.

The Enterprise Funds had total revenues of **\$17,794,088** as of end of December 2013. The Enterprise Funds comprise the Water Fund, Sewer Fund, Rubbish Fund, Recreation Programs Fund, Golf Course Fund and the Enterprise Funds' Bonds.

Expenditures Chart



The Internal Service Funds include such funds as the Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and the General Liability Insurance Fund. These funds account for goods and services provided to other departments. The total revenue for these funds as of end of December 2013 was **\$2,464,847**.

The General Fund actual revenue collection of **36%** was below the pro-rated amount of **50%**. As earlier mentioned, the General Fund revenues will significantly increase in the second half of the fiscal year in line with prior year's trend.

EXPENDITURES

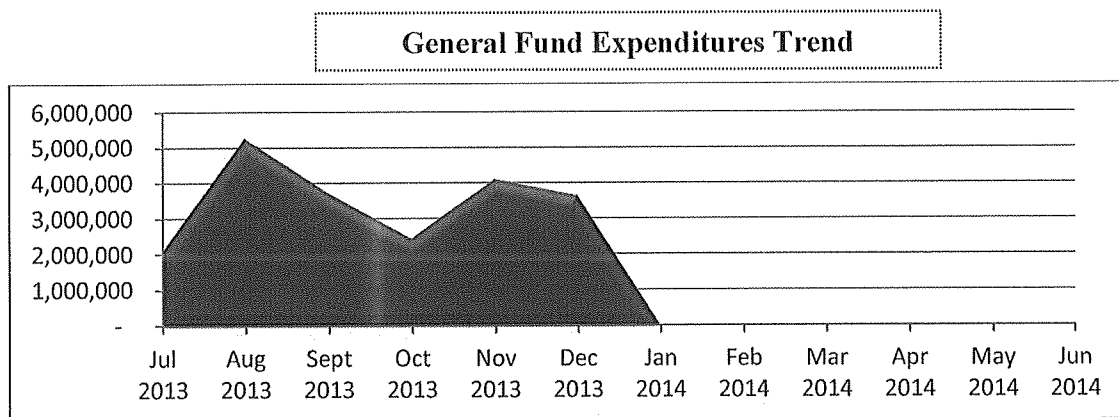
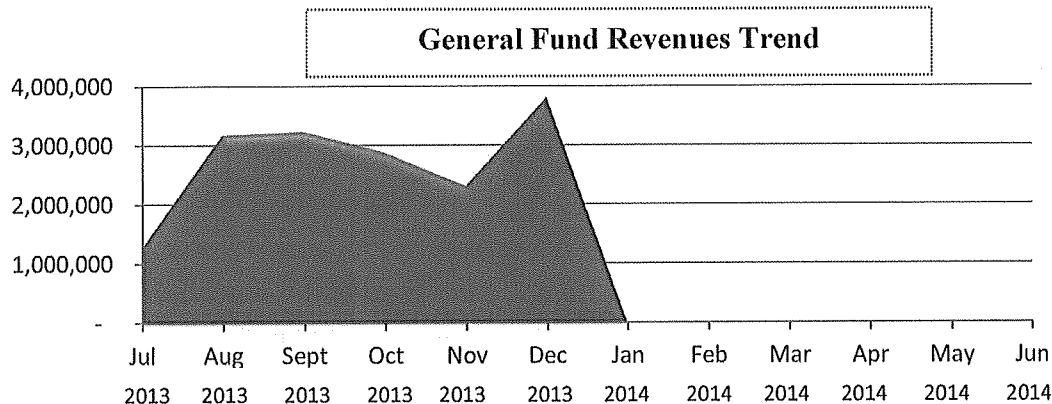
The Expenditure Summary in **Appendix D** shows General Fund expenditures of **\$21.01 million** as of the end of December 2013, Special Revenue Funds expenditure of **\$19.81 million**, Successor Agency Funds expenditure of **\$17.41 million**, Debt Service Funds expenditure of **\$2.28 million**, Enterprise Funds expenditure of **\$12.51 million**, and Internal Service Funds expenditure of **\$3.75 million**. Also, the "Costs by Department" reports (**Appendix E and Appendix F**) provide summary of departmental expenditures for the month of December 2013 and percentages of the total expenditures compared to the budgeted amounts.

Most of the expenditure categories were below the pro-rated expenditure percentage of **50%** for the period ended December 31, 2013. However, the City Attorney's Department spent **57%** of its total appropriation as shown in Appendix "F" due to insurance premium that had to be significantly prepaid in the first half of the fiscal year. The Public Works – Maintenance Department spent **59%** of its overall appropriation due to the amount of **\$942,000** paid to purchase vehicles that were previously under a finance lease arrangement.

The General Services Department spent **573%** (**\$28,645**) of its overtime budget of **\$5,000**. The Fire Department overtime cost was **138%** (**\$826,470**) of its total overtime budget of **\$600,000**. Parks & Recreation Department's actual overtime cost of **\$15,120** was **151%** of its total overtime budget of **\$10,000**. The Building & Safety Department and the Public Works Maintenance Department had total overtime costs of **\$3,905** and **\$47,677** respectively while there were no overtime budgets for the two departments for the fiscal year. There is a need to allocate funds to appropriately cover overtime costs for the fiscal year.

REVENUES AND EXPENDITURES TREND – GENERAL FUND

Analysis of the trend of General Fund revenues and expenditures indicated that General Fund revenue for the beginning of the fiscal year to December 2013 was less than expenditures by **\$4.47 million**. As discussed below, the City issued TRANS obligation to finance the \$4.47 million difference. The graphs of the monthly revenue collections and actual expenditures are shown below.



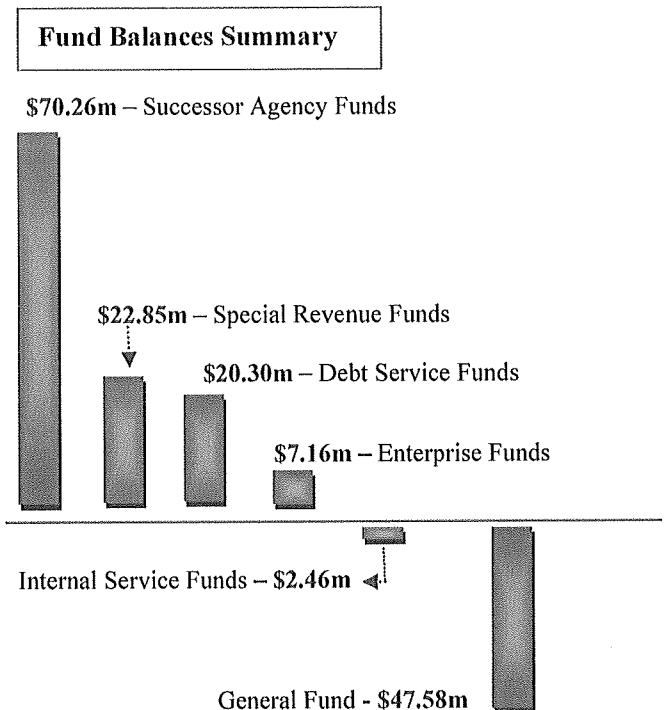
ISSUANCE OF TRANS TO BRIDGE THE CASH FLOW GAP

The City finalized the issuance of a **\$10.6 million Tax and Revenue Anticipation Notes (TRANS)** with net proceeds of \$10.4m to provide cash for financing General Fund operations for the first half of the fiscal year. As in prior years, the months of July 2013 through December 2013 experienced lesser revenue collections while bulk of the revenues will be received in the second half of the fiscal year. The TRANS ensures that the City is current in paying its monthly bills until the revenue collections increase significantly in the second half of the fiscal year. The TRANS will be fully repaid (principal and interest) on **June 1, 2014** utilizing the General Fund secured revenues accumulated in a lock box from July 2013 to May 2014.

FUND BALANCES

The Fund Balances Summary Report in **Appendix G** provides the beginning fund balances (unaudited) of each of the major funds and the fund balances (unaudited) as of end of December 2013.

The General Fund had accumulated **negative** fund balance of **\$47.58 million** as of December 31, 2013. The Special Revenue Funds ended the month with a cumulative fund balance of **\$22.85 million**. The total ending fund balance of Successor Agency Funds was **\$70.26 million**, the Debt Service Funds balance was **\$20.30 million**, the Enterprise Funds balance was **\$7.16 million**, and the Internal Service Funds (which included Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and General Liability Insurance Fund) had a combined deficit fund balance of **\$2.46 million**.



The fund balances shown above represent cumulative amounts. Therefore, the General Fund deficit balance of **\$47.58 million** as of December 2013 included the cumulative deficit of **\$43.11 million** from prior years and the current year deficit of **\$4.47 million** recorded in the first half of the fiscal year ended December 2013. This fiscal year deficit of **\$4.47 million** will be reversed when the City receives bulk of the General Fund revenues in the second half of the fiscal year.

On December 20, 2011, the City Council approved Resolution No. **23,447** delineating a 20-year repayment schedule to enable the General Fund erase the prior years' accumulated deficit and to repay the amounts owed to other Funds. The repayment plan entailed that there will be surplus in General Fund (actual revenues will be higher than expenditures) in each of the next 20 fiscal years thereby reducing the accumulated deficit and providing cash for the General Fund to repay the amounts owed to other Funds. For the current fiscal year 2013-2014, the amount to be repaid by General Fund in accordance with the repayment schedule is **\$200,000**.

As contained in Council Resolution No. **23,447**, the amount owed to other funds above included the amount of **\$5,328,000** for Park properties purchased by the City from the City's former Community Redevelopment Agency (CRA) for which the City has not had enough funds to make the payment. Sequel to the dissolution of CRA and establishment of Successor Agency, the City notified the State Department of Finance (DOF) about the 20-year repayment plan detailed in Council Resolution No. **23,447**. It is expected that the DOF will agree to the 20-year repayment plan.

In 2011, the City Council approved with Resolution No. **23,323** (dated **5/24/2011**) that the City's former Community Redevelopment Agency (CRA) should repay the amount of **\$7.7 million** owed to the General Liability Insurance Fund. The amount represents CRA's share of general liability claims paid on behalf of the Agency by the General Liability Insurance Fund. The Agency did not pay its share of the liability claims since 1987. The City Council directed in 1991, with Resolution No. **16,651** of **7/23/1991**, that the Agency should pay the accumulated liability claims when the Agency has enough funds. Pursuant to the 2011 Council Resolution No. **23,323**, the Agency repaid a total amount of **\$3.1 million** prior to the dissolution of CRA. This amount of **\$3.1million** for General Liability claims and **\$2.4 million** for other expense reimbursements made by the Agency to the City are under review by the DOF to determine if the reimbursements (totaling **\$5.5million**) should be refunded back to the Agency. DOF indicated that the repayments were made to the City within one year prior to Assembly Bill **AB X1 26**. The law that disbanded CRA (**AB X1 26**) came into effect in January 2012 after the payments were made by CRA. Further, the general liability claims occurred over the past several years starting from 1987, before **AB X1 26** came into effect. However, in line with DOF stance in other Cities, the above two payments (amounting to **\$5.5 million**) made by CRA prior to January 2012 were being reviewed / questioned by the DOF.

APPENDICES

The following detailed schedules are included in this Financial Report as appendices:

- 1) **Revenue Summary (Appendix A)** – showing total budgeted revenues for the fiscal year 2013-2014, the actual revenues collected for the month of December 2013, the total collections for the period ended December 31, 2013, and percentages of the actual collections compared to the budgeted amounts. These amounts are summarized based on the six major fund classifications.
- 2) **General Fund Revenues (Appendix B)** - this schedule provides detailed classification of revenue receipts posted to the General Fund.
- 3) **Enterprise Funds Revenues (Appendix C)** – the schedule provides details of revenue receipts for Water, Rubbish, Sewer, Recreation Programs and Golf Course Funds.
- 4) **Expenditures Summary (Appendix D)** – this shows the budgeted expenditures for the 2013-2014 fiscal year, the actual expenditures for the month of December 2013, the cumulative expenditures for the period ended December 31, 2013, and the percentages of the cumulative expenditures compared to the budgeted amounts.

- 5) **Costs By Department (Appendix E and Appendix F)** – show total expenditures by Department as of the end of December 2013, for General Fund (**Appendix E**) and for the entire City (**Appendix F**).
- 6) **Summary of Fund Balances – Major Funds (Appendix G)** – the focus of this schedule is to show the beginning fund balances (unaudited) of the major funds of the City and the ending fund balances as of the end of December 2013.
- 7) **Budget Comparison (Appendix H)** – shows the summary of revenues compared to total budget based on the major budget categories.
- 8) **Grants Appropriation Balances (Appendix I)** – indicates the Grant fund appropriations not yet spent as of December 2013.

RECOMMENDATION

It is recommended that the Honorable Mayor and City Council receive and file the Financial Report for the period ended December 31, 2013.

Thank you.

**G. HAROLD DUFFEY,
CITY MANAGER**

**STEPHEN AJOBIWE,
CITY CONTROLLER**

Appendix A

Revenues Summary						
Account Number	Fund Name	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual December 2013	Actual Year-To-Date 12/31/2013	Percentage Collection
General Fund						
1001	General Fund	\$ 44,354,094	\$ 45,657,343	\$ 3,735,021	\$ 16,541,280	36%
1003	Hazardous Materials Fund	176,340	176,340	-	-	0%
	Subtotal	44,530,434	45,833,683	3,735,021	16,541,280	36%
Special Revenue Funds						
2100	Retirement Fund	18,733,729	18,733,729	5,222,204	5,783,886	31%
2502	Street Lighting City Wide	4,279,446	4,279,446	1,677,688	1,843,520	43%
2820	Local Housing Authority	10,922,755	10,922,755	719,643	4,898,972	45%
	All others	16,169,006	15,915,757	320,449	4,439,445	28%
	Subtotal	50,104,936	49,851,687	7,939,984	16,965,823	34%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	17,022,285	17,022,285	69,227	2,815,167	17%
1205	Successor Agency - Low Cost Housing	-	-	-	23,712	N/A
3002	Successor Agency - Tax Alloc. Bond	15,500,000	15,500,000	-	-	0%
3070	Successor Agency -2010A Bond	19,072,516	19,072,516	-	-	0%
3080	Successor Agency - 2010B Bond	18,941,418	18,941,418	-	-	0%
3090	Successor Agency - 2010C Bond	6,464,886	6,464,886	-	-	0%
	Subtotal	77,001,105	77,001,105	69,227	2,838,879	4%
Debt Service Funds						
3030	Revenue Bonds 2008	2,319,888	2,984,888	104,763	104,763	4%
9203	Revenue Bonds 1987	85,700	85,700	-	-	0%
	Subtotal	2,405,588	3,070,588	104,763	104,763	3%
Enterprise Funds						
5000	Water Fund	15,270,500	15,270,500	1,266,865	8,216,468	54%
5001	Richland Farms	48,000	48,000	-	919	2%
5003	Water Bond Fund 2009	16,679,522	16,679,522	427,952	2,620,360	16%
5100	Rubbish Fund	11,325,366	11,325,366	1,542,905	5,474,287	48%
5116	Sewer Fund	933,541	933,541	366,954	397,690	43%
5117	Sewer Bond Series 2009	14,808,889	14,808,889	156,374	1,050,459	7%
5200	Golf Course	83,200	83,200	4,800	33,319	40%
5300	Recreation Programs	24,000	24,000	245	586	2%
	Subtotal	59,173,018	59,173,018	3,766,095	17,794,088	30%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,246,453	187,282	1,115,177	50%
6200	Central Duplicating	525,678	525,678	-	94,873	18%
6300	Worker's Compensation	2,095,982	2,095,982	362,596	1,254,797	60%
6400	Liability Insurance Fund	1,906,927	1,906,927	-	-	0%
	Subtotal	6,775,040	6,775,040	549,878	2,464,847	36%
	Grand Total	\$ 239,990,121	\$ 241,705,121	\$ 16,164,968	\$ 56,709,680	23%

Appendix B

General Fund Revenues					
General Fund	Original Budget	Adjusted Budget	Actual	Actual	Percentage
Code	FY 2013-2014	FY 2013-2014	December 2013	Year-To-Date 12/31/2013	Collection
<u>Property Taxes</u>					
3010 Property Taxes Current	\$ 3,009,272	3,009,272	\$ 1,230,072	\$ 1,301,551	43%
3020 Property Taxes Unsecured	30,504	30,504	-	-	0%
3030 Prior Year-Secured	-	-	-	(1,825)	N/A
3040 Prior Year-Unsecured	3,496	3,496	-	-	0%
3060 Aircraft	2,532	21,532	-	-	0%
Subtotal	3,045,804	3,064,804	1,230,072	1,299,726	42%
<u>Sales and Use Taxes</u>					
3110 Sales and Use Taxes	6,979,689	6,979,689	533,400	1,400,389	20%
3111 Sales and Use Taxes -PSAF	258,903	258,903	26,289	74,430	29%
Subtotal	7,238,592	7,238,592	559,689	1,474,819	20%
<u>Franchise and Utility Users Taxes</u>					
3121 Gas Franchise	300,428	300,428	-	23,285	8%
3122 Electric Franchise	299,021	299,021	-	-	0%
3124 Other Water Franchise	5,400	5,400	-	-	0%
3125 Rubbish Franchise	800,000	800,000	247,062	420,963	53%
3126 Other Franchise	185,100	185,100	-	167,674	91%
3127 Towing Franchise	15,165	15,165	-	4,339	29%
3140 Transient Occupancy	137,905	137,905	7,273	53,799	39%
3150 Property Transfer Fee	160,278	160,278	-	77,750	49%
3160 Telephone Users	1,594,807	1,594,807	3,515	482,557	30%
3161 Gas Users	1,577,750	1,577,750	114,719	456,224	29%
3162 Electric Users	4,868,116	4,868,116	3,606	1,992,909	41%
3163 City Water Users	1,489,964	1,489,964	118,903	769,290	52%
3164 Other Water Users	548,967	548,967	93,323	263,229	48%
3165 Cellular Phone Users	2,713,443	2,713,443	126,840	1,070,070	39%
Subtotal	14,696,344	14,696,344	715,241	5,782,090	39%
<u>License and Permits</u>					
3210 Building Permits	447,713	447,713	58,276	366,441	82%
3220 Plumbing Permits	62,925	62,925	3,689	28,709	46%
3230 Electrical Permits	74,704	74,704	5,176	43,273	58%
3240 Other Construction Permits	51,485	51,485	8,366	63,599	124%
3242 Economic Enterprise Zone	40,015	40,015	1,080	30,756	77%
3243 Tobacco Permit	58,543	58,543	2,000	27,625	47%
3245 Business License	1,247,414	1,247,414	81,774	834,967	67%
3246 Business License Rental	85,512	85,512	5,869	45,731	53%
3248 Revenue License Fee-Casino	840,000	840,000	169,874	756,549	90%
3250 Certificate of Occupancy	46,806	46,806	2,080	22,216	47%
3264 Burglar Alarm Permit	7,100	7,100	245	4,476	63%
3265 Fire Permit Fee	45,000	45,000	9,975	58,570	130%
3266 Tank Removal Over/Haul	26,780	26,780	665	15,532	58%
3267 Blue Line Farmers Market	-	-	-	893	N/A
3275 Conditional Use Variance	15,000	15,000	(1,500)	8,550	57%
3280 Miscellaneous Licenses	85,393	85,393	2,490	33,631	39%
Subtotal	\$ 3,134,390	\$ 3,134,390	\$ 350,059	\$ 2,341,518	75%

	Original Budget	Adjusted Budget	Actual	Actual Year-To-Date	Percentage Collection
General Fund	FY 2013-2014	FY 2013-2014	December 2013	12/31/2013	
<u>Fines, Forfeitures and Permits</u>					
3315 Parking Citations	\$ 1,100,000	\$ 1,100,000	\$ 43,860	\$ 552,763	50%
3320 Other Court Fees	257,764	257,764	25,672	110,018	43%
3321 Vehicle Impound	54,600	54,600	50	15,465	28%
3332 False Alarm Program	20	20	-	-	0%
3340 Forfeitures and Penalties	45	45	-	-	0%
3350 Census Grant Revenue	-	-	-	-	N/A
Subtotal	1,412,429	1,412,429	69,582	678,246	48%
<u>Use of Money and Property</u>					
3410 Interest Income	12,900	12,900	-	9,967	77%
3420 Rents & Concessions	85,400	85,400	7,644	41,687	49%
3421 Rents and Concessions Comm	1,000	1,000	-	1,226	123%
3425 Rents & Concessions-Bullis Rd	75,000	75,000	5,243	53,266	71%
3428 Rents & Concessions-Bullis Rd	-	-	-	-	N/A
Subtotal	174,300	174,300	12,887	106,146	61%
<u>Revenues from Other Agencies</u>					
3511 Motor Vehicle License	8,001,250	8,001,250	-	-	0%
3521 State Homeowners Prior Year	21,360	21,360	3,350	3,350	16%
3570 Court Subpeona Reimbursements	1,740	1,740	161	1,361	78%
Subtotal	8,024,350	8,024,350	3,511	4,711	0%
<u>Charges From Current Services</u>					
3602 Current Services Provided-Water	4,300,000	4,300,000	385,331	2,311,984	54%
3603 Current Services Provided-CRA	150,000	150,000	5,312	78,393	52%
3610 Environmental Review	12,500	12,500	1,975	8,100	65%
3612 Subdivision Fees	1,500	1,500	-	325	22%
3615 Sale of Maps and Publications	150	150	-	175	117%
3616 Banner Processing Fees	1,000	1,000	800	2,350	235%
3617 Other Filing & Certificates	1,200	1,200	-	738	61%
3618 City Provided Medical	900,500	900,500	76,494	544,841	61%
3621 Record Sealing Fees	-	-	-	21	N/A
3622 Special Police Department	30	30	-	-	0%
3623 Special Fire Department	6,500	6,500	325	3,390	52%
3630 EMS Subscriptions	-	-	-	-	N/A
3633 Quimby Act Fees	-	-	221,995	221,996	N/A
3640 Plan Checking Fees	539,335	539,335	47,366	295,476	55%
3641 Administration Fee-Payroll	520	520	25	136	26%
3662 Nuisance Abatement	-	-	-	-	N/A
3665 Weed & Lot Abatement	135	135	-	-	0%
3666 Substandard Abatement	95,377	95,377	6,258	35,629	37%
3670 Refuse Collection Charges	-	-	-	6,265	N/A
3684 Advertisement Charges	281,616	281,616	24,000	96,000	34%
3700 Swim & Slide Pool Collections	7,080	7,080	-	8,639	122%
3712 Cleaning Deposit	-	-	-	-	N/A
3721 P&R Room Rentals	2,200	2,200	160	4,269	194%
3842 Other Penalties-Returned Check	200	200	-	120	60%
3848 Miscellaneous - Water	-	-	-	-	N/A
3870 Collection Fees	-	-	-	-	N/A
3881 Reproduction Charge	8,150	8,150	768	6,081	75%
3884 Administration Fee	-	-	-	-	N/A
3890 Misc Charges for Current Services	26,020	26,020	1,862	14,263	55%
Subtotal	\$ 6,334,013	\$ 6,334,013	\$ 772,670	\$ 3,639,190	57%

General Fund	Original	Adjusted	Actual		Percentage
	Budget	Budget	Actual	Year-To-Date	
	FY 2013-2014	FY 2013-2014	December 2013	12/31/2013	
<u>Others</u>					
3910 Sale of Real or Personal Prop	\$ -	\$ -	\$ -	\$ -	N/A
3920 Contribution From Other Funds(Crossing Guard)	114,222	114,222	-	-	0%
3959 Overage / Shortage	-	-	-	-	N/A
3565 Other Federal Grant - Fire Department	-	-	-	-	N/A
3571 Legal Recovery	25,000	25,000	-	22,441	90%
3980 Miscellaneous Revenue	135,000	1,185,000	21,310	1,192,394	101%
3982 Public Works Misc Revenue	650	650	-	-	0%
3989 Continued Appropriation - Prior Year Open P.Os	-	253,249	-	-	N/A
Subtotal	274,872	1,578,121	21,310	1,214,835	77%
TOTAL GENERAL FUND	\$ 44,354,094	\$ 45,657,343	\$ 3,735,021	\$ 16,541,281	33%

Appendix C

Enterprise Fund Revenues					
Enterprise Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual December 2013	Actual Year-To-Date 12/31/2013	Percentage Collection
<u>Water</u>					
3801 Residential Revenue	\$ 10,000,000	\$ 10,000,000	\$ 942,254	\$ 6,206,064	62%
3802 Commercial Revenue	2,200,000	2,200,000	171,351	942,231	43%
3803 Industrial Revenue	1,005,000	1,005,000	50,288	343,067	34%
3805 City Dept to be Billed	340,000	340,000	27,402	181,232	53%
3806 Other Government Agencies	690,000	690,000	53,952	394,955	57%
3807 Private Fire Protection	75,000	75,000	6,018	37,492	50%
3821 Residential Connections	-	-	-	-	N/A
3822 Commercial Connections	-	-	-	-	N/A
3828 Other Emergency Connections	1,500	1,500	-	-	0%
3833 Contrib for Install of Service	5,000	5,000	-	-	0%
3841 Turn on Charges	100,000	100,000	9,345	71,119	71%
3842 Other Penalties-Returned Check	-	-	-	35	N/A
3843 Resetting Meters	20,000	20,000	600	8,400	42%
3848 Miscellaneous Water Revenue	15,000	15,000	50	725	5%
3870 Collection Fess	740,000	740,000	-	-	0%
3890 Misc. Charges For Current Services	20,000	20,000	5,605	27,210	136%
3892 Scrap Metal Sale	-	-	-	2,144	N/A
3980 Miscellaneous Revenue	59,000	59,000	-	1,794	3%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	15,270,500	15,270,500	1,266,865	8,216,468	54%
<u>Richland Farms</u>					
3130 Richland Farm Spec Assessment	48,000	48,000	-	919	2%
Subtotal	48,000	48,000	-	919	2%
<u>Water Bond Fund 2009</u>					
3410 Interset Income	350	350	-	-	N/A
3808 Water Capital Project Revenue	2,260,000	2,260,000	427,952	2,620,360	116%
3970 Revenue From Prior Years	14,419,172	14,419,172	-	-	0%
3989 Continued Appropriation - Prior Year's P.Os	-	-	-	-	N/A
Subtotal	16,679,522	16,679,522	427,952	2,620,360	16%
<u>Rubbish Fund</u>					
3410 Interest Income	1	1	-	1	100%
3670 Refuse Collection Charges	10,630,653	10,630,653	1,232,486	5,001,234	47%
3722 Residential Bin Service	52,647	52,647	4,826	31,877	61%
3884 Administration Fees	234,631	234,631	88,799	110,998	47%
3941 Principal & Interest - Hub City Contribution	159,647	159,647	43,986	54,983	34%
3980 Miscellaneous Rev	247,787	247,787	172,808	275,194	111%
3989 Continued Appropriation - Prio Year's P.Os	-	-	-	-	N/A
Subtotal	\$ 11,325,366	\$ 11,325,366	\$ 1,542,905	\$ 5,474,287	48%

Enterprise Fund	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual December 2013	Actual Year-To-Date 12/31/2013	Percentage Collection
<u>Sewer</u>					
3410 Interest Income	\$ 241	\$ 241	\$ -	\$ 401	166%
3761 Assessments	933,300	933,300	366,954	397,289	43%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	933,541	933,541	366,954	397,690	43%
<u>Sewer Bond Series 2009</u>					
3410 Interest Income	223	223	-	-	0%
3809 Sewer Capital	2,475,018	2,475,018	156,374	1,050,459	42%
3970 Revenue From Prior Year	12,333,648	12,333,648	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	14,808,889	14,808,889	156,374	1,050,459	7%
<u>Golf Course</u>					
3710 Golf Fees	83,200	83,200	4,800	33,319	40%
Subtotal	83,200	83,200	4,800	33,319	40%
<u>Recreation Programs</u>					
3740 Recreation Program Charges	24,000	24,000	245	586	2%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	24,000	24,000	245	586	2%
Grand Total	\$ 59,173,018	\$ 59,173,018	\$ 3,766,095	\$ 17,794,088	30%

Appendix D

Expenditures Summary						
Account Number	Fund Name	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual December 2013	Actual Year-To-Date 12/31/2013	Percentage Spent
General Fund						
1001	General Fund	\$ 48,680,428	\$ 49,842,589	\$ 3,607,028	\$ 20,981,714	42%
1003	Hazardous Materials Fund	176,340	176,340	2,562	29,993	17%
	Subtotal	48,856,768	50,018,929	3,609,590	21,011,707	42%
Special Revenue Funds						
2100	Retirement Fund	18,733,729	18,733,729	4,088,754	9,404,925	50%
2502	Street Lighting City Wide	4,279,446	4,279,446	401,072	2,079,544	49%
2820	Local Housing Authority	10,922,755	10,922,755	839,861	5,109,936	47%
	All others	16,169,006	16,169,006	509,738	3,218,282	20%
	Subtotal	50,104,936	50,104,936	5,839,425	19,812,687	40%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	17,022,285	17,022,285	316,241	646,871	4%
1205	Successor Agency - Low Cost Housing	-	-	-	-	N/A
3002	Successor Agency - Tax Alloc. Bond	15,500,000	15,500,000	-	8,733,000	56%
3070	Successor Agency - 2010A Bond	19,072,516	19,072,516	-	2,723,363	14%
3080	Successor Agency - 2010B Bond	18,941,418	18,941,418	554,277	4,597,606	24%
3090	Successor Agency - 2010C Bond	6,464,886	6,464,886	-	710,039	11%
	Subtotal	77,001,105	77,001,105	870,518	17,410,879	23%
Debt Service Funds						
3030	Revenue Bonds 2008	2,319,888	2,984,888	707	2,247,007	75%
9203	Revenue Bonds 1987	85,700	85,700	3,050	33,550	39%
	Subtotal	2,405,588	3,070,588	3,757	2,280,557	74%
Enterprise Funds						
5000	Water Fund	15,270,500	15,270,500	877,113	4,929,287	32%
5001	Richland Farms	48,000	48,000	-	-	0%
5003	Water Bond Fund 2009	16,679,522	16,679,522	62,204	2,369,897	14%
5100	Rubbish Fund	11,325,366	11,325,366	2,488,763	4,341,511	38%
5116	Sewer Fund	933,541	933,541	16,434	225,879	24%
5117	Sewer Bond Series 2009	14,808,889	14,808,889	20,796	623,899	4%
5200	Golf Course	83,200	83,200	10,500	17,500	21%
5300	Recreation Programs	24,000	24,000	-	-	0%
	Subtotal	59,173,018	59,173,018	3,475,810	12,507,973	21%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,246,453	20,847	1,188,998	53%
6200	Central Duplicating	525,678	525,678	11,672	68,613	13%
6300	Worker's Compensation	2,095,982	2,095,982	76,285	1,321,547	63%
6400	Liability Insurance Fund	1,906,927	1,906,927	18,119	1,166,805	61%
	Subtotal	6,775,040	6,775,040	126,923	3,745,963	55%
	Grand Total	\$ 244,316,455	\$ 246,143,616	\$ 13,926,023	\$ 76,769,766	31%

Appendix E

Costs by Department - General Fund Only As of December 31, 2013					
Department Name	Dept No	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date 12/31/2013	Percentage Spent
City Council/ Mayor	40	\$ 797,524	\$ 817,420	\$ 275,822	34%
City Attorney	42	1,583,151	1,583,151	527,545	33%
City Treasurer	44	557,619	557,619	212,675	38%
City Clerk	47	655,793	677,793	216,463	32%
Elections	48	-	80,000	-	N/A
City Manager	51	2,393,529	2,340,529	831,252	36%
Personnel Dept	56	572,046	609,046	236,622	39%
General Services	60	3,693,232	3,737,020	1,845,368	49%
Non-Departmental	61	560,697	995,697	168,809	17%
City Controller	65	1,632,708	1,885,957	701,288	37%
Municipal Law	67	3,283,051	3,384,947	1,332,413	39%
Los Angeles County Sheriff	68	18,434,351	18,434,351	7,467,666	41%
Fire	69	10,316,647	10,369,563	5,361,880	52%
Building & Safety Dept	77	1,228,768	1,228,768	519,013	42%
Planning & Economic Dev.	78	684,582	834,582	190,113	23%
Careerlink	81	81,900	81,900	18,166	22%
Parks & Recreation	84	2,204,830	2,224,246	1,076,619	48%
Total		\$ 48,680,428	\$ 49,842,589	\$ 20,981,714	42%

Appendix F

Costs by Department - All Funds As of December 31, 2013						
Department Name	Dept No	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual Year-To-Date 12/31/2013	Percentage Spent	
City Council/ Mayor	40	\$ 1,182,048	\$ 1,201,944	\$ 364,305	30%	
City Attorney	42	6,873,390	6,873,390	3,926,682	57%	
City Treasurer	44	825,693	825,693	310,672	38%	
City Clerk	47	1,007,879	1,410,880	363,979	26%	
Elections	48	-	80,000	-	0%	
City Manager	51	4,674,827	4,574,030	1,559,561	34%	
Personnel Dept	56	1,054,857	1,054,857	313,272	30%	
General Services	60	4,382,913	4,426,701	2,158,941	49%	
Non-Departmental	61	10,681,335	10,681,335	6,413,032	60%	
City Controller	65	2,243,534	2,496,783	927,942	37%	
Municipal Law	67	4,154,766	4,337,935	1,755,138	40%	
Los Angeles County Sheriff	68	18,434,351	18,555,479	7,478,999	40%	
Fire	69	16,370,368	16,761,890	7,924,323	47%	
Public Works- Engineering	71	20,079,996	20,079,996	1,897,728	9%	
Public Works - Street Maintenance	72	7,494,034	7,494,034	4,392,193	59%	
Building & Safety Dept	77	1,566,426	1,566,426	635,214	41%	
Planning & Economic Dev.	78	3,819,005	4,019,005	249,003	6%	
Local Housing Authority	79	10,922,755	10,922,755	5,109,936	47%	
Careerlink	81	675,400	675,400	177,412	26%	
Parks & Recreation	84	4,980,404	4,999,820	1,631,738	33%	
Water Dept	85-90	43,135,365	43,348,154	11,781,759	27%	
Successor Agency	91	79,757,109	79,757,109	17,397,937	22%	
Total		\$ 244,316,455	\$ 246,143,616	\$ 76,769,766	31%	

Appendix G

Summary of Fund Balances - Major Funds Period Ended December 31, 2013			
Fund Name		Unaudited Balance 6/30/2013	Unaudited Balance 12/31/2013
General Fund			
1001	General Fund	\$ (42,874,353)	\$ (47,314,787)
1003	Hazardous Materials Fund	(231,988)	(261,981)
	Subtotal	(43,106,341)	(47,576,768)
Special Revenue Funds			
2100	Retirement Fund	16,669,324	13,048,285
2502	Street Lighting City Wide	(1,226,559)	(1,462,583)
2820	Local Housing Authority	(427,961)	(638,925)
	All others	10,681,662	11,902,825
	Subtotal	25,696,466	22,849,602
Successor Agency Funds			
1201	Successor Agency - Administrative Fee Fund	39,782,268	41,950,564
1205	Successor Agency - Low Cost Housing	15,131,379	15,155,091
3002	Successor Agency - Tax Allocation Bond	10,007,150	1,274,150
3070	Successor Agency - Bonds Series 2010A	10,414,752	7,691,389
3080	Successor Agency - Bonds Series 2010B	9,121,670	4,524,064
3090	Successor Agency - Bond Series 2010C	370,755	(339,284)
	Subtotal	84,827,974	70,255,974
Debt Service Funds			
3030	Revenue Bonds 2008	22,421,498	20,279,254
9203	Revenue Bonds 1987	54,405	20,855
	Subtotal	22,475,903	20,300,109
Enterprise Funds			
5000	Water - Main Fund	11,491,593	14,778,774
5001	Water - Richland Farms	152,112	153,031
5003	Water - 2009 Bond Fund	(11,858,620)	(11,608,157)
5010	Water - Self Ins. Trust	90	90
5100	Rubbish Fund	(520,115)	612,661
5116	Sewer Fund	1,793,731	1,965,542
5117	Sewer Bond Series 2009	1,166,363	1,592,923
5118	Sewer Administration Fund	(490,289)	(490,289)
5200	Golf Course	85,727	101,546
5300	Recreation Programs	55,508	56,094
	Subtotal	1,876,100	7,162,215
Internal Service Funds			
6000	Equipment Rental	926,957	853,136
6200	Central Duplicating	(119,342)	(93,082)
6300	Worker's Compensation	(1,463,595)	(1,530,345)
6400	Liability Insurance Fund	(527,897)	(1,694,703)
	Subtotal	\$ (1,183,877)	\$ (2,464,994)

Appendix H

Budget Comparison FY 2013-2014				
Revenues For The Period Ended December 31, 2013				
	Original Budget FY 2013-2014	Adjusted Budget FY 2013-2014	Actual Year-To-Date Revenues	Percentage of Collection
General Fund	\$ 44,530,434	\$ 45,833,683	\$ 16,541,280	36%
Special Revenue Funds	50,104,936	49,851,687	16,965,823	34%
Successor Agency Funds	77,001,106	77,001,105	2,838,879	4%
Debt Service Funds	2,405,588	3,070,588	104,763	3%
Enterprise Funds	59,173,018	59,173,018	17,794,088	30%
Internal Services Funds	6,775,040	6,775,040	2,464,847	36%
	\$ 239,990,122	\$ 241,705,121	\$ 56,709,680	23%

Appendix I

Grants Appropriation Balances		
Amount of Budget Appropriations Not Yet Spent as of December 31, 2013		
Fund No.	Description	Unspent Appropriation
1063	JAG Grant - 2011	\$ 142,461
1064	JAG Grant - 2012	71,603
1518	DOT Community Improvement Project Grant	598,740
1520	MTA Transportation Improvement Grant	1,054,102
1521	Local Street and Roads Improvement Grant	509,381
1523	Rosecrans Traffic Signal Upgrade	680,135
1674	Neighborhood Stabilization NSP 1 Grant	121,033
1675	Neighborhood Stabilization NSP 3 Grant	1,287,543
1900	Proposition C	686,489
2000	Proposition A	377,314
2300	Gas Tax Fund	-
2604	TDA Sidewalk/Bikeways Grant	23,359
2620	EPA Water Line Rehabilitation Project Grant	540,707
2624	EPA Water Storage Tank Project - 2009	485,000
2625	Air Quality Management / Clean Air Act	273,286
2655	CA Beverage Container Recycle Grant	85,732
2672	Used Oil Payment Program OPP1 Grant	28,392
2673	SD2 2012 Excess Funds Program	5,302
2674	Tree Planting Grant	9,000
2677	LA County Leuders Park Grant	247,500
2779	Energy Efficiency/Conservation Grant	39,050
2799	Compton Creek Regional Bike Trail Grant	498,707
2800	Community Development Block Grant	1,447,641
2801	Emergency Shelter Grant	43,437
2805	HOME Program Grant	1,646,457
2818	Section 108	2,248,563
	Total Unspent Grants Appropriations	\$ 13,150,934

ATTACHMENT II

FIVE-YEAR REVENUE FORECAST

MIDYEAR BUDGET REVIEW FY 2013/14

Fund No	Object Code	PROPOSED BUDGET FY 2013-2014	PROPOSED BUDGET FY 2014-2015	PROPOSED BUDGET FY 2015-2016	PROPOSED BUDGET FY 2016-2017	PROPOSED BUDGET FY 2016-2017
	GENERAL FUND					
	Property Taxes					
1001	3010 Property Taxes-Secured	3,009,272	3,012,281	3,018,306	3,024,342	3,030,391
1001	3020 Property Taxes-Unsecured	30,504	68,200	68,200	68,200	68,200
1001	3030 Property Taxes-Prior Year Secured	-	-	-	-	-
1001	3040 Property Taxes-Prior Year Unsecured	3,496	3,496	3,496	3,496	3,496
1001	3060 Aircraft	21,532	31,470	31,490	32,470	32,470
1001	3090 Interest and Penalties	-	-	-	-	-
	Sub Total	3,064,804	3,115,447	3,121,492	3,128,508	3,134,557
	Other Taxes					
1001	3110 Sales and Use Taxes	6,979,689	7,400,564	7,771,333	8,474,638	8,559,384
1001	3111 Sales and Use Taxes-P.S.A.F..	258,903	259,680	259,939	260,069	260,199
1001	3121 Gas Franchise	300,428	301,329	301,631	301,781	301,932
1001	3122 Electric Franchise	299,021	299,021	299,021	299,021	299,021
1001	3124 Other Water Franchise	5,400	5,400	5,400	5,400	5,400
1001	3125 Rubbish Franchise	800,000	800,000	800,000	800,000	800,000
1001	3126 Other Franchise	185,100	63,740	63,740	63,740	63,740
1001	3127 Towing Franchise	15,165	15,065	15,065	15,065	15,065
1001	3140 Transient Occupancy Tax	137,905	137,805	137,805	137,805	137,805
1001	3150 Property Transfer Fee	160,278	160,078	160,078	160,078	160,078
1001	3160 Telephone Users	1,594,807	1,562,911	1,531,653	1,501,020	1,470,999
1001	3161 Gas Users	1,578,711	1,585,026	1,586,611	1,587,404	1,588,198
1001	3162 Electric Users	4,868,116	4,887,588	4,892,476	4,894,922	4,897,370
1001	3163 City Water Users	1,489,964	1,495,924	1,497,420	1,498,168	1,498,918
1001	3164 Other Water Users	548,967	550,614	551,165	551,440	551,716
1001	3165 Cellular Phone Users	2,713,443	2,713,443	2,713,443	2,713,443	2,713,443
	Sub Total	21,935,897	22,238,188	22,586,779	23,263,995	23,323,269
	License and Permits					
1001	3210 Building Permits	447,713	447,713	447,713	447,713	447,713
1001	3220 Plumbing Permits	62,925	62,925	62,925	62,925	62,925
1001	3230 Electric Permits	74,704	74,704	74,704	74,704	74,704
1001	3240 Other Construction Permits	51,485	39,485	39,485	39,485	39,485
1001	3242 Enterprise Zone Vouchers	40,015	40,015	40,015	40,015	40,015
1001	3243 Tobacco Permit	58,542	58,543	58,543	58,543	58,543
1001	3245 Business License	1,247,414	1,337,414	1,337,414	1,337,414	1,337,414
1001	3246 Business License (Rentals)	85,512	85,512	85,512	85,512	85,512
1001	3248 Business License (Casino)	840,000	1,200,000	1,200,000	1,200,000	1,400,000
1001	3250 Certificates of Occupancy	46,806	46,806	46,806	46,806	46,806

Fund	Object	PROPOSED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET
No.	Code	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2016-2017
1001	3264	Burglar Alarm Permits	7,100	7,100	7,100	7,100
1001	3265	Fire Permit Fee	45,000	45,000	45,000	45,000
1001	3266	Tank Removal (Underground)	26,780	26,780	26,780	26,780
1001	3275	Conditional Use Permits	15,000	15,000	15,000	15,000
1001	3280	Miscellaneous Permits	85,394	85,650	85,736	85,822
		Sub Total	3,134,390	3,572,647	3,572,733	3,772,819
		Fines, Forfeitures and Penalties				
1001	3315	Parking Citations	1,100,000	1,105,500	1,111,028	1,122,166
1001	3318	Career Link Parking Fees	-	-	-	-
1001	3320	Other Court Fines & Traffic Safety	257,764	259,053	260,348	262,958
1001	3321	Vehicle Impound Fined	54,600	54,600	54,600	54,600
1001	3332	False Alarm Program	20	20	20	20
1001	3340	Furfeitures, Penalties, Other	45	45	45	45
		Sub Total	1,412,429	1,419,218	1,432,897	1,439,789
		Use of Money and Property				
1001	3410	Interest Income	12,900	12,913	12,926	12,939
1001	3420	Rents and Concessions	85,400	140,136	140,136	140,136
1001	3428	Rents-Dollarhide Center	-	-	-	-
1001	3421	Transit Center Room Rentals	1,000	100	100	100
1001	3425	Bullis Road Rental	75,000	15,000	15,000	15,000
		Sub Total	174,300	168,149	168,162	168,188
		Revenues From Other Agencies				
1001	3350	Census Grant Revenue	-	-	-	-
1001	3511	Motor Vehicle License	8,001,250	8,016,250	8,016,250	8,016,250
1001	3521	State Homeowners	21,360	21,360	21,360	21,360
1001	3550	SB-90 State Mandate	-	-	-	-
1001	3565	Other Federal Grants	-	-	-	-
1001	3570	Court Subpoena Reimbursements	1,740	1,740	1,740	1,740
1001	3571	Legal Recovery Fees	25,000	25,000	25,000	25,000
1001	3577	Other Agencies-MTA	-	-	-	-
1001	3580	Career Link Revenue	-	-	-	-
		Sub Total	8,049,350	8,064,350	8,064,350	8,064,350
		Charges From Current Services				
1001	3602	Current Services Provided/Water	4,300,000	4,300,000	4,300,000	4,300,000
1001	3603	Current Service Provided/Successor Agen	150,000	-	-	-
1001	3603	Current Service Provided/Local Housing A	-	25,800	25,800	25,800

[illegible]

ATTACHMENT III

SECOND QUARTER CASH FLOW ANALYSIS

MIDYEAR BUDGET REVIEW FY 2013/14

CITY OF COMPTON
GENERAL FUND CASHFLOW - FISCAL YEAR 2013-2014 (PROJECTED) - WITH TRANS PROCEEDS

Description	Projected											
	July	August	September	October	November	December	January	February	March	April	May	June
BEGINNING CASH BALANCE	1,850,155	\$ (397,915)	\$ 8,186,900	\$ 7,539,702	\$ 8,081,473	\$ 6,176,696	\$ 5,074,617	\$ 3,725,917	\$ 2,640,430	\$ 1,601,580	\$ 829,540	\$ 1,050,486
RECEIPTS												
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	627,413
Sales & Use Taxes	-	21,352	469,255	420,535	24,421	559,689	995,960	452,891	460,281	369,922	588,351	2,592,855
Franchise Taxes	-	88,190	104,760	4,306	174,028	247,062	98,524	228,365	72,995	18,704	243,810	172,612
Transient Occupancy Tax	-	-	10,943	9,977	22,737	7,273	7,218	7,558	6,630	7,033	9,846	1,453,356
Property Transfer Tax	-	-	-	-	-	-	46,842	-	12,658	27,924	11,708	7,802
Utility Users Tax	174,844	1,085,029	1,180,741	1,160,337	987,878	460,906	1,890,519	926,818	1,136,973	1,505,313	1,221,744	1,153,858
License and Permits	242,429	138,590	101,887	153,236	119,105	92,542	105,125	154,916	162,576	88,090	82,183	64,708
Business License Fees	84,715	277,126	316,365	316,800	207,181	257,517	131,736	89,818	147,281	301,858	363,459	1,505,387
Parking Citation Fee	120,642	91,914	84,782	100,839	90,668	43,860	112,424	80,231	93,066	113,053	228,285	2,840,892
Fines and Penalties	750	26,814	30,394	26,697	15,107	25,722	33,882	19,716	29,415	30,760	29,392	90,387
Interest & Rentals	35,368	15,375	12,472	17,757	11,787	12,887	11,977	4,894	16,129	15,942	9,307	11,659
State Motor Vehicle Fee	-	-	-	-	-	-	-	-	-	-	-	-
Service Charges	385,331	335,331	458,412	385,331	385,331	385,331	335,331	335,331	335,331	335,331	335,331	4,347,053
Other Revenues	201,642	1,263,984	285,077	209,661	190,058	412,160	415,581	444,841	419,931	346,146	222,335	451,160
Proceeds from Sale of Property	-	-	-	-	-	-	-	-	-	-	1,000,000	-
TRANS - Net Proceeds	-	10,400,000	-	-	-	-	-	-	-	-	-	-
Contribution from CRA - Gen. Liab	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,245,721	13,770,639	3,055,088	2,842,557	2,243,036	2,504,949	4,185,119	2,745,379	2,893,266	3,160,076	4,345,751	5,896,209
DISBURSEMENTS												
Salaries and Benefits	1,557,815	1,580,539	1,504,484	1,509,329	2,192,387	1,417,073	1,512,110	1,512,110	1,512,110	1,512,110	1,512,110	2,268,165
Operation and Maintenance	480,162	658,733	707,065	707,065	464,689	699,218	967,055	798,019	899,269	899,269	1,091,958	1,048,944
Debt Service	-	2,946,552	1,490,737	1,490,737	1,490,737	1,490,737	1,520,737	1,520,737	1,520,737	1,520,737	1,520,737	18,033,922
Interfund Transfers	-	-	-	84,392.00	-	-	43,180	-	-	-	-	-
Contribution to General Liability	-	-	-	-	-	-	-	-	-	-	-	-
Checks Withheld / Catch-up Release	1,455,814	-	-	(1,490,737)	-	-	1,490,737	-	-	-	-	(1,536,195)
Total Disbursements	3,493,791	5,185,824	3,702,286	2,300,786	4,147,813	3,607,028	5,533,819	3,830,866	3,932,116	3,932,116	4,124,805	3,301,651
SURPLUS / (DEFICIT)	(2,248,070)	8,584,815	(647,198)	541,771	(1,904,777)	(1,102,079)	(1,348,700)	(1,085,487)	(1,038,850)	(772,040)	220,946	1,794,890
ENDING CASH BALANCE	(397,915)	8,186,900	7,539,702	8,081,473	6,176,696	5,074,617	3,725,917	2,640,430	1,601,580	829,540	1,050,486	3,645,045

CITY OF COMPTON												
GENERAL FUND CASHFLOW - FISCAL YEAR 2013-2014 (PROJECTED) - WITH TRANS PROCEEDS												
Description	Actual						Projected					
	July	August	September	October	November	December	January	February	March	April	May	June
BEGINNING CASH BALANCE	1,850,155 \$	(397,915) \$	8,186,900 \$	7,539,702 \$	8,081,473 \$	6,176,696 \$	5,074,617 \$	3,725,917 \$	2,640,430 \$	1,601,580 \$	829,540 \$	1,050,486 \$
RECEIPTS												
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	627,413
Sales & Use Taxes	-	21,352	469,255	420,535	24,421	559,689	995,960	452,891	460,281	369,922	588,351	2,592,855
Franchise Taxes	-	88,190	104,760	4,306	174,028	247,062	98,524	228,365	72,995	18,704	243,810	172,612
Transient Occupancy Tax	-	-	10,943	9,977	22,737	7,273	7,218	7,558	6,630	7,033	9,846	7,802
Property Transfer Tax	-	-	-	-	14,735	-	46,842	-	12,658	27,924	11,708	11,034
Utility Users Tax	174,844	1,086,029	1,180,741	1,160,337	987,878	460,906	1,890,519	926,818	1,136,973	1,505,313	1,221,744	1,153,858
License and Permits	242,429	138,590	101,887	153,236	119,105	92,542	105,125	154,916	162,576	88,090	82,183	64,708
Business License Fees	84,715	277,126	316,365	316,800	207,181	257,517	131,736	89,818	147,281	301,858	363,459	347,036
Parking Citation Fee	120,642	91,914	84,782	100,839	90,668	43,860	112,424	80,231	93,066	113,053	228,285	90,587
Fines and Penalties	750	26,814	30,394	26,697	15,107	25,722	33,882	19,716	29,415	30,760	29,392	30,154
Interest & Rentals	35,368	15,375	12,472	17,757	11,787	12,887	11,977	4,894	16,129	15,942	9,307	11,659
State Motor Vehicle Fee	-	-	-	-	-	-	-	-	-	-	-	-
Service Charges	385,331	335,331	458,412	385,331	385,331	385,331	335,331	335,331	335,331	335,331	335,331	335,331
Other Revenues	201,642	1,263,984	285,077	209,661	190,058	412,160	415,581	444,841	419,931	346,146	222,335	451,160
Proceeds from Sale of Property	-	-	-	-	-	-	-	-	-	-	1,000,000	-
TRANS - Net Proceeds	-	10,400,000	-	-	-	-	-	-	-	-	-	-
Contribution from CRA - Gen. Liab	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,245,721	13,770,639	3,055,088	2,842,557	2,243,036	2,504,949	4,185,119	2,745,379	2,893,266	3,160,076	4,345,751	5,896,209
DISBURSEMENTS												
ies and Benefits	1,557,815	1,580,539	1,504,484	1,509,329	2,192,387	1,417,073	1,512,110	1,512,110	1,512,110	1,512,110	1,512,110	2,268,165
ation and Maintenance	480,162	658,733	707,065	707,065	464,689	699,218	967,055	798,019	899,269	899,269	1,091,958	1,048,944
Sheriff Contract	-	2,946,552	1,490,737	1,490,737	1,490,737	1,490,737	1,520,737	1,520,737	1,520,737	1,520,737	1,520,737	18,033,922
Debt Service	-	-	-	84,392.00	-	-	43,180	-	-	-	-	127,572
Interfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-
Contribution to General Liability	-	-	-	-	-	-	-	-	-	-	-	-
Checks Withheld / Catch-up Release	1,455,814	-	-	(1,490,737)	-	-	1,490,737	-	-	-	-	(1,536,195)
Total Disbursements	3,493,791	5,185,824	3,702,286	2,300,786	4,147,813	3,607,028	5,533,819	3,830,866	3,932,116	3,932,116	4,124,805	3,301,651
SURPLUS / (DEFICIT)	(2,248,070)	8,584,815	(647,196)	541,771	(1,904,777)	(1,102,079)	(1,348,700)	(1,085,487)	(1,038,850)	(772,040)	220,946	2,594,559
ENDING CASH BALANCE	(397,915)	8,186,900	7,539,702	8,081,473	6,176,696	5,074,617	3,725,917	2,640,430	1,601,580	829,540	1,050,486	3,645,045

#10.

ATTACHMENT IV

CAREERLINK

BUSINESS SERVICES

MIDYEAR BUDGET REVIEW

FY 2013/14

CAREERLINK'S BUSINESS SERVICES LIST

PV Jobs
Alloy Processing
American Logistics
Jamba Juice
All Tech Services
Target Stores
U.S. Census
Providian Staffing
First Transit
Securitas
Burlington Coat Factory
The Price Tag
Macy's
Baskin & Robbins
Pacific Coast Waste and Recycling
Bludsoe Bar-B-Que
Fat Burgers
Marshall's Store
Harold & Belle's to Geaux
Steak & Fries
DHL
Crystal Park Hotel
Brand Scuffling, Oil Refinery
H.R. Block
Corporate Resource Service
DomPatci
Oil Refinery
FedEx
U.P.S. Security
Tarzana Treatment Center
Horizon Staffing
Verizon
Mobile Mini
Miller Coors, LLC

#10.

ATTACHMENT V

LANDSCAPE AND LIGHTING DISTRICT FUNDS GUIDELINES

MIDYEAR BUDGET REVIEW

FY 2013/14

I. INTRODUCTION

The City of Compton ("City") annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No.1 ("District"). Assessments are levied annually for the District pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act").

The Engineer's Report ("Report") describes the District, applicable changes to the District, including any annexations or substantial changes in the improvements, and the proposed assessments for the Fiscal Year ("FY") commencing July 1, 2012 and ending June 30, 2013 ("2012/2013"). The assessments are based on the historical and estimated cost to maintain the improvements that provide a special benefit to properties within the District and Zones, as described herein. The improvements within the District and the corresponding costs, including all expenditures, deficits, surpluses, revenues, and reserves, are assessed for each Zone.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer's Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may then order the levy and collection of assessments for FY 2012/2013 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each assessable parcel in FY 2012/2013.

II. PROVISIONS OF THE 1972 ACT

The Method of Apportionment described for the District utilizes commonly accepted assessment-engineering practices and have been established pursuant to the 1972 Act in compliance with the provisions of the California Constitution Article XIID. As generally defined, the improvements and the associated assessments for any district formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- 5) The Installation of park or recreational improvements including, but not limited to the following:
 - i. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - ii. Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - i. The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
 - ii. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - iii. Compensation payable to the County for collection of assessments;
 - iv. Compensation of any engineer or attorney employed to render services;
 - v. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - vi. Costs associated with any elections held for the approval of a new or increased assessment.

III. DESCRIPTION OF THE DISTRICT AND SERVICES

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District boundary is coterminous with the boundary of the City of Compton. The District consists of seven (7) distinct benefit zones ("Zones"):

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Shopping Center
6	Churches
7	Exempt

A diagram showing the exterior boundaries of the District, the boundaries of designated Zones within the District has been previously filed in the office of the City Clerk and is incorporated herein by reference. For a detailed description of the lines and dimensions of any lots or parcels within the District, reference is made to the Los Angeles County

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013/14 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE SECOND QUARTER (MIDYEAR) BUDGET REVIEW

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

3/13/2014 1:05:26 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/13/2014 6:52:07 PM
DATE

Michael Antwine
CITY CONTROLLER

3/13/2014 5:04:03 PM
DATE

Kelly Montgomery
CITY MANAGER

3/13/2014 1:19:14 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

