

July 19, 2011

LOS ANGELES FIRE DEPARTMENT



MILLAGE PEAKS
FIRE CHIEF

July 5, 2011

BOARD OF FIRE COMMISSIONERS
FILE NO. 11-081

TO: Board of Fire Commissioners

FROM: Millage Peaks, Fire Chief *me P.*

SUBJECT: **2010 FEMA URBAN SEARCH AND RESCUE TASK FORCE
READINESS COOPERATIVE AGREEMENT GRANT ADDITIONAL
MONIES AWARDED COUNCIL FILE 10-2283**

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendations: That the Board:

1. That the Board of Fire Commissioners accepts and approves the recommendations of staff.
2. Instruct the Commission Executive Assistant II to forward this report to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and City Clerk for committee and City Council consideration in accordance with Los Angeles Administrative Code, Section 14.6.
3. Request that the Mayor and City Council authorize the Fire Chief to accept the additional monies in the amount of \$26,171.00 for grant award 2010-SR-24-K050 from the Federal Emergency Management Agency (FEMA) for the Urban Search and Rescue (US&R) Team California Task Force One (CA-TF1) through October 31, 2011, subject to the approval of the City Attorney as to form and legality.
4. Authorize the Controller to transfer \$195,000 from Department 38, Fund 100, Account 001012 (Salaries, Sworn) to Department 38, Fund 335, Account 38-010R, to support the necessary expense and purchase of equipment items that will be reimbursed by the FEMA grant.
5. Authorize the Fire Chief, or his designee, to deposit the FEMA grant funds received under this cooperative agreement into Fund 335 (Fire Department Grants), Department 38.

6. Authorize the Controller to transfer FEMA grant funds, from Fund 335/38 to Fund 100/38, Accounts 001010 (General Salaries), 001012 (Sworn Salaries), 001098 (Overtime Variable Staffing), and 004681 (Fringe Benefits) based on the Los Angeles Fire Department submissions to the Office of the City Administrative Officer (CAO) documenting actual costs incurred for this FEMA US&R no-match Cooperative Agreement Program through the end of the grant term of October 31, 2011.
7. Authorize the Controller to transfer the uncommitted balance of advanced funds as of November 1, 2011 from Department 38, Fund 335, Appropriation Account 38-010R to Department 38, Fund 100, Account 001012 (Sworn Salaries) to meet payroll needs.

Summary

As authorized by the Mayor and City Council on April 4, 1993, the Los Angeles Fire Department (LAFD) entered into a Memorandum of Agreement (MOA) with the Governor's Office of Emergency Services (OES) and the Federal Emergency Management Agency (FEMA) to become a sponsoring agency for one of the Nation's 28 FEMA Urban Search and Rescue (US&R) Task Forces. Since 1993, the LAFD has been the sponsoring agency for California Task Force 1 (CA-TF1).

FEMA's on-going method of supporting the US&R Task Forces throughout the country is by funding Cooperative Agreement Grants to sponsoring agencies for necessary equipment, training, supplies, and program administration costs. On November 24, 2010, the Council accepted this FEMA Cooperative Agreement Grant (2010-SR-24-K050) in the amount of \$1,047,900, (C.F 10-2283).

FEMA has authorized CA-TF1 to receive an additional \$26,171.00 to add to the grant of \$1,047,900 already awarded. This additional funding was added in two separate actions, the first of which FEMA allocated \$3,600 to all 28 Task Forces and the second being \$22,571. FEMA was able through savings to allocate these additional funds for the purpose of training in order to maintain readiness for each of the task forces bringing the total in extra funds to \$26,171.00 for a total of \$1,074,071.00

As of June 21, 2011 there was a balance of \$428,938.88, which remained unspent in Fiscal Year 2010/2011. Of the amount that was spent during FY 2010/2011, \$597,940 has been spent on personnel and training personnel costs along with \$47,192 spent on equipment and expenses related to the readiness of CA-TF1. The remaining balance of \$428,938.88 that remains to be spent over the next Fiscal Year 2011/2012 will be allocated to the remaining personnel costs for the resolution authorities covered by this grant as well as additional training personnel costs totaling \$126,418 which will be paid for directly out of the salary accounts and reimbursed back into the salary accounts. At this time we have \$137,163 encumbered by purchases that have been processed and the items are waiting to be received and then paid for. The remaining amount that is left for purchases of equipment and expenses related to this cooperative agreement is \$195,000. Since this grant is spanning two fiscal years, 2010/2011 and 2011/2012, the Department is requesting Council to authorize the Controller to transfer \$195,000 from

Department 38, Fund 100, Account 001012 (Salaries, Sworn) to Department 38, Fund 335, Account 38-010R, to support the necessary expense and purchase of equipment items that will be reimbursed by the Federal Emergency Management Agency (FEMA) to complete the goals of the grant in Fiscal Year 2011/2012.

The additional funds of \$26171.00 that we are requesting to be accepted will be allocated to training personnel costs. These expenditures will be made out of the Departments salary accounts directly and be reimbursed directly back into the salary accounts.

The performance period for the Cooperative Agreement 2010-SR-24-K050 is from May 1, 2010 until October 31, 2011, spanning two fiscal years. In order to resume activities in compliance with the 2010 Statement of Work, a component of the Cooperative Agreement, funding is needed to support the necessary expense and equipment purchases that will be reimbursed by FEMA. As such, the City advances funding for CA-TF1's operations from the LAFD's general fund budget. As costs are incurred, the Department's FEMA grant manager validates expenditures according to FEMA financial guidelines. Once expenditures are approved, funds are drawn down to reimburse the LAFD general fund accounts. All expenditures are reimbursed by the FEMA grant on an on-going basis, as expenditures are processed according to City procedures.

Fiscal Impact

The Department needs to transfer \$195,000 from Department 38, Fund 100, Account 001012 (Sworn Salaries) to Department 38, Fund 335, Account 38-010R to support the expense and equipment purchases necessary for the programs operations. The remaining grant funds are salary expenses for program administration and training personnel costs, these costs will come directly from the salary accounts and be reimbursed back into the salary accounts.

Conclusion:

As a sponsor of one of the Nation's 28 FEMA US&R Task Forces, the LAFD receives financial assistance from FEMA to supplement ongoing costs to maintain Task Force readiness. The Cooperative Agreement 2010-SR-24-K050 provides LAFD more time to expend the remaining balance of the grant funds. However, the recommendations contained in this report are necessary to ensure the appropriate accounting and financial procedures are in place to allow the LAFD to expend the grant funds. This is a no-match reimbursement grant of \$1,044,910 of which FEMA has awarded additional monies in the amount of \$26,171.00 to bring the total Grant amount to \$1,074,071.00. There is \$195,000 that remains to be spent for expense and equipment. This extension into the new Fiscal Year of 2011/2012 will allow us to continue to operate in a state of readiness.

Board report prepared by Mary Reuschel, Management Analyst II, Emergency Services Bureau.

Attachment

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE AWARD/AMENDMENT**

1. ASSISTANCE INSTRUMENT

☒ COOPERATIVE AGREEMENT ☐ GRANT

2. TYPE OF ACTION

☐ AWARD ☒ AMENDMENT

3. INSTRUMENT NUMBER
2010-SR-24-K050

4. AMENDMENT NUMBER
02

5. EFFECTIVE DATE
See block 21a

6. CONTROL NUMBER
W485238N

7. RECIPIENT NAME AND ADDRESS

City of Los Angeles Fire Department (CA-TF1)
200 N. Main Street, Room 1090
Los Angeles, CA 90012

8. ISSUING/ADMINISTRATION OFFICE

FEDERAL EMERGENCY MANAGEMENT AGENCY
Grants Management Division
500 C Street, S.W.
Washington, D.C. 20472

Specialist: Tawana Mack, 202.786.9863

9. RECIPIENT PROJECT MANAGER

Jack Wise, (818)756-9677

10. FEMA PROJECT OFFICER

Catherine Deel, 202.646.3796

11. ASSISTANCE ARRANGEMENT

☐ COST REIMBURSEMENT
☐ COST SHARING
☐ FIXED PRICE
☒ OTHER

12. PAYMENT METHOD

☐ TREASURY CHECK
REIMBURSEMENT
☐ ADVANCE CHECK
☒ LETTER OF CREDIT

13. PAYMENT OFFICE

FEDERAL EMERGENCY MANAGEMENT AGENCY
Office of the Chief Financial Officer
Finance Services Branch
500 C Street, S.W., Patriot Plaza
Washington, D.C. 20472

14. ASSISTANCE AMOUNT

PREVIOUS AMOUNT	\$1,051,500.00
AMOUNT THIS ACTION	\$22,571.00
TOTAL AMOUNT	\$1,074,071.00

15. ACCOUNTING & APPROPRIATION DATA

2011-90-2432R/2101R-4101-D

16. DESCRIPTION OF PROJECT

The purpose of this Amendment, 02, is to obligate funding to cover expenses up front for Urban Search And Rescue Task Force participation in the National Level Exercise 2011 (NLE11) and to mitigate some cash flow issues that may be experienced as a result of the delay in FY2011 funding.

The total amount obligated under this agreement is hereby increased by \$22,571.00 from \$1,051,500.00 to \$1,074,071.00.

All terms and conditions remain in effect.

Catalog of Federal Domestic Assistance (CFDA) No. 97.025 applies to this Agreement.

End of Amendment 02.

17. RECIPIENT REQUIREMENT

☒ Recipient is required to sign and return one (1) copy of this document to the issuing/administration office in Block 8.
☐ Recipient is not required to sign this document.

18. RECIPIENT (Typed name and title)

19. ASSISTANCE OFFICER (Typed name and title)

Bertram McKeithen, Acting Branch Chief, Administrative Task Force

20. SIGNATURE OF RECIPIENT

20a. DATE

21. SIGNATURE OF ASSISTANCE OFFICER

21a. DATE

5/5/11



Department of Homeland Security FEMA
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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Los Angeles Fire Department 5021 North Sepulveda Boulevard Sherman Oaks, CA 91403		4. AWARD NUMBER: 2010-SR-24-K050	
		5. PROJECT PERIOD: FROM 05/01/2010 TO 10/31/2011 BUDGET PERIOD: FROM 05/01/2010 TO 10/31/2011	
		6. AWARD DATE 09/28/2010	7. ACTION Supplemental
1A. GRANTEE IRS/VENDOR NO. 956000735		8. SUPPLEMENT NUMBER 01	
		9. PREVIOUS AWARD AMOUNT \$ 1,047,900	
3. PROJECT TITLE FY 2010 Urban Search & Rescue Readiness Cooperative Agreement		10. AMOUNT OF THIS AWARD \$ 3,600	
		11. TOTAL AWARD \$ 1,051,500	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)			
15. METHOD OF PAYMENT SmartLink			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL Elizabeth M. Harman Assistant Administrator Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jack Wise Battalion Chief	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 4 2 SR 90 00 00 3600		21. W458278N22	



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PROJECT NUMBER 2010-SR-24-K050

AWARD DATE 09/28/2010

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Urban Search and Rescue guidance and application kit.
4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. 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 draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
5. Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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SPECIAL CONDITIONS

6. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
7. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR Part 3000.
 - B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR part 3000.



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SPECIAL CONDITIONS

8. C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. -Employee- means either:

a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

b. Another person engaged in the performance of the project or program under this award and not compensated by you 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.

2. -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.

3. -Private entity- means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. -Severe forms of trafficking in persons,- -commercial sex act,- and -coercion- have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



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SPECIAL CONDITIONS

9. A. -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.
- B. 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 has access to such information.
- C. 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, 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.
- D. 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>
- E. Immediately upon determination by the award recipient that funding under this award 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 a contract, subaward, or other agreement, the award recipient shall contact ISPB, or 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
10. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.
11. Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use 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.



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SPECIAL CONDITIONS

12. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.
13. Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the Program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.
14. The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50% of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
15. Prior to the start of any construction activity (minor renovations only authorized under this Cooperative Agreement), the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
16. If a Grantee has an indirect cost rate approved by a cognizant Federal Agency that includes a modified off-campus rate, the modified rate will apply. Copies of the Federal approved rate must be submitted with the application and become part of the official file.

If the Grantee has a third party managing the grant, FEMA will only pay the direct costs associated with the management of the grant. Indirect costs of the third party will not be applied to the total direct costs of the grant, and the direct costs associated with the management of the grant should be entered under the contractual budget object class on the SF 424B, non- construction budget form. Copies of the Federal approved indirect cost rate must be submitted with the application and become part of the official file.

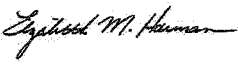
Indirect Cost Rate Agreements that are submitted will be reviewed and negotiated if necessary. Applicants must consider the number of Task Force Members that are assigned to the Sponsoring Agency, when requesting to apply the indirect cost rate agreement.



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Los Angeles Fire Department 5021 North Sepulveda Boulevard Sherman Oaks, CA 91403-1516		4. AWARD NUMBER: 2010-SR-24-K050	
		5. PROJECT PERIOD: FROM 05/01/2010 TO 10/31/2011 BUDGET PERIOD: FROM 05/01/2010 TO 10/31/2011	
1A. GRANTEE IRS/VENDOR NO. 956000735		6. AWARD DATE 05/14/2010	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2010 Urban Search & Rescue Readiness Cooperative Agreement		10. AMOUNT OF THIS AWARD \$ 1,047,900	
		11. TOTAL AWARD \$ 1,047,900	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)			
15. METHOD OF PAYMENT SmartLink			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL Elizabeth M. Harman Assistant Administrator Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jack Wise Chief	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 4 2 SR 90 00 00 1047900		21. W441737N25	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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AWARD DATE 05/14/2010

SPECIAL CONDITIONS

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1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
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4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. 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 draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
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The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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AWARD DATE 05/14/2010

SPECIAL CONDITIONS

6. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
7. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR Part 3000.
 - B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR part 3000.



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8. C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. -Employee- means either:

a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

b. Another person engaged in the performance of the project or program under this award and not compensated by you 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.

2. -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.

3. -Private entity- means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. -Severe forms of trafficking in persons,- -commercial sex act,- and -coercion- have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



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9. A. -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.

B. 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 has access to such information.

C. 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, 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.

D. 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>

E. Immediately upon determination by the award recipient that funding under this award 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 a contract, subaward, or other agreement, the award recipient shall contact ISPB, or 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

10. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.
11. Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use 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.



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12. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.
13. Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the Program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.
14. The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50% of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
15. Prior to the start of any construction activity (minor renovations only authorized under this Cooperative Agreement), the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
16. If a Grantee has an indirect cost rate approved by a cognizant Federal Agency that includes a modified off-campus rate, the modified rate will apply. Copies of the Federal approved rate must be submitted with the application and become part of the official file.

If the Grantee has a third party managing the grant, FEMA will only pay the direct costs associated with the management of the grant. Indirect costs of the third party will not be applied to the total direct costs of the grant, and the direct costs associated with the management of the grant should be entered under the contractual budget object class on the SF 424B, non- construction budget form. Copies of the Federal approved indirect cost rate must be submitted with the application and become part of the official file.

Indirect Cost Rate Agreements that are submitted will be reviewed and negotiated if necessary. Applicants must consider the number of Task Force Members that are assigned to the Sponsoring Agency, when requesting to apply the indirect cost rate agreement.